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 LIVERAMP, INC.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

CHRISTINE RIGANIAN and DONNA
 SPURGEON, *on behalf of themselves and all*
others similarly situated,

Plaintiff,

v.

LIVERAMP HOLDINGS, INC., and
 LIVERAMP, INC. *corporations organized under*
the laws of the State of Delaware,

Defendants.

) Case No.: 4:25-cv-824-JST
)
) **DEFENDANTS' FIRST AMENDED**
) **ANSWER TO FIRST AMENDED**
) **CLASS ACTION COMPLAINT**
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1 **COME NOW** Defendants LIVERAMP HOLDINGS, INC., and LIVERAMP, INC.
 2 (collectively “Defendants”), by and through their attorneys, and state the following as and for
 3 their First Amended Answer to the First Amended Class Action Complaint (“FAC”).

4 Defendants include, for convenience only, the headings, subheadings, and numbered
 5 paragraphs listed in Plaintiffs Christine Riganian and Donna Spurgeon’s (“Plaintiffs”) FAC.
 6 Defendants nonetheless expressly deny and disclaim the characterizations in Plaintiffs’ headings,
 7 subheadings, and numbered paragraphs and deny any allegations implicit in their terms.
 8 Defendants expressly reserve, and do not waive, the right to amend and supplement this First
 9 Amended Answer. Defendants deny Plaintiffs’ characterization of LiveRamp Holdings, Inc. and
 10 LiveRamp, Inc. collectively as “LiveRamp” throughout Plaintiffs’ FAC. Defendants interpret
 11 and use the term “LiveRamp” to refer to LiveRamp, Inc. throughout Defendants’ First Amended
 12 Answer. LiveRamp Holdings, Inc. is a holding company only and does not engage in any of the
 13 conduct challenged in the Complaint. For the avoidance of doubt, Defendants deny each and
 14 every conclusory and/or argumentative characterization, and allegation, to the extent it suggests
 15 that LiveRamp Holdings, Inc. has engaged in the conduct at issue in this case. Where an
 16 allegation in the FAC is directed at a third party that is not affiliated with Defendants, except as
 17 otherwise expressly stated, Defendants deny the allegations set forth in the FAC on the basis that
 18 they deny the knowledge or information sufficient to form a belief concerning the truth of such
 19 allegations. Defendants incorporate the foregoing by reference into each of the following specific
 20 responses to each allegation of the FAC.

21 **I. INTRODUCTION**

22 1. The allegations of the first sentence of Paragraph 1 are argumentative, vague, and
 23 assume facts not in evidence and on that basis Defendants deny the allegations of that sentence.
 24 Defendants respond that LiveRamp operates separate online and offline identity graphs;¹ that a
 25 RampID is a pseudonymous identifier used in LiveRamp’s online identity graph to which online
 26 identifiers can be associated; and that LiveRamp in some cases conducts a one-way translation of

27 ¹ For purposes of clarity, Defendants use the term “identity graph” to mean a data structure
 28 that maps relationships between various identifiers.

1 offline identifiers into a RampID through a double hashing and salting process. Defendants
2 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
3 expressly admitted, Defendants deny the allegations and conclusory characterizations of
4 Paragraph 1.

5 2. Paragraph 2 contains one or more legal conclusions as to which no response is
6 necessary. To the extent a response is deemed necessary, Defendants deny the argumentative,
7 vague, and conclusory allegations and characterizations of Paragraph 2. Defendants affirmatively
8 state that LiveRamp's products and services are privacy-centric. Defendants affirmatively state
9 that under the California and Oregon Consumer Privacy Acts, like those of many other
10 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data
11 category) to the processing and sale of their personally identifiable information and, in
12 accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those
13 rights. Defendants further affirmatively state that individuals have numerous options to opt out of
14 the processing and sale of personal information (including services that will submit these
15 requests on behalf of the individual) and tools such as browser extensions and plug-ins to modify
16 how or to what extent information is collected and processed, and that, as evidenced by one of
17 the articles upon which Plaintiffs rely in their FAC,² these options have been widely available
18 since at least 2018. To the extent that the allegations of Paragraph 2 relate to third parties to this
19 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
20 these allegations and, therefore, deny the allegations. Except as expressly admitted, Defendants
21 deny the allegations and conclusory characterizations of Paragraph 2.

22 3. Defendants admit that LiveRamp, Inc. maintains databases that contain
23 information such as postal addresses, phone numbers, email addresses, and electronic device and
24 smartphone identifiers (such as mobileIDs) for certain people. Defendants further admit that part
25 of LiveRamp's business includes inferring certain connections between these pieces of
26

27 ² Max Eddy, *How Companies Turn Your Data Into Money*, PC MAG (Oct. 10, 2018),
28 <https://www.pcmag.com/news/how-companies-turn-your-data-into-money>
[\[https://perma.cc/2399-5464\]](https://perma.cc/2399-5464).

1 information and that LiveRamp may associate these pieces of information with pseudonymized
2 identifiers—identifiers that replace identifiable personal data with alias values, or pseudonyms—
3 that keep information private. Defendants deny Plaintiffs’ characterization of pseudonymization
4 and deny that LiveRamp permits retrieval of “comprehensive identifying profile(s)” on any
5 individual. Defendants affirmatively state that LiveRamp’s products and services are privacy-
6 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
7 characterizations of Paragraph 3.

8 4. To the extent that the allegations of Paragraph 4 relate to third parties to this
9 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
10 these allegations and, therefore, deny the allegations. Defendants admit that third parties can
11 transact with each other to license lists of pseudonymous identifiers compiled by sellers, on the
12 Data Marketplace. Footnote 1 of the FAC purports to quote from a document. Defendants admit
13 that the quote appears in the quoted source and respectfully refer the Court to the document itself
14 for its full context and substance. Defendants deny that Plaintiffs’ selective quotations are
15 complete or provide full context and deny Plaintiffs’ characterization thereof. Defendants
16 affirmatively state that LiveRamp’s products and services are privacy-centric. Except as
17 expressly admitted, Defendants deny the allegations and conclusory characterizations of
18 Paragraph 4 and its footnote(s).

19 5. To the extent that the allegations of Paragraph 5 relate to third parties to this
20 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
21 these allegations and, therefore, deny the allegations. Defendants affirmatively state that
22 LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants
23 deny the allegations and conclusory characterizations of Paragraph 5 and its footnote(s).

24 6. Defendants admit that LiveRamp believes that it maintains the largest and most
25 accurate people-based identity graphs on the market today. Defendants admit that, through the
26 offline and online identity graphs, LiveRamp links certain offline information (such as name,
27 postal address, and phone number) to AbiliTecIDs and online identifiers (such as mobileIDs and
28 device IDs) to pseudonymized identifiers called RampIDs. The last sentence of paragraph 6

1 purports to quote an article cited in footnote 5 of the FAC. Defendants admit that the quoted
2 language appears in that article but respectfully refer the Court to that article itself. Defendants
3 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
4 characterization thereof. Defendants deny that the quoted source accurately or completely
5 characterizes the relevant conduct, including the characterization that LiveRamp operates a
6 "shadow identity system." Defendants affirmatively state that LiveRamp's products and services
7 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
8 conclusory characterizations of Paragraph 6 and its footnote(s).

9 7. Defendants deny the allegations of the first and second sentences of Paragraph 7.
10 Defendants admit that LiveRamp operates a Data Marketplace platform on which third parties
11 can transact with each other for buyers to license the right to use lists identifiers, compiled by
12 sellers, for purposes of online ad delivery. Defendants affirmatively state that LiveRamp's
13 products and services are privacy-centric and deny Paragraph 7 to the extent that it suggests
14 otherwise. To the extent that the allegations of Paragraph 7 relate to third parties to this action,
15 Defendants deny knowledge or information sufficient to form a belief as to the truth of these
16 allegations and, therefore, deny the allegations. Defendants otherwise deny the allegations of the
17 third sentence of Paragraph 7, including the allegation that Defendants are sellers on the Data
18 Marketplace. Regarding the allegations of the fourth sentence, because LiveRamp acts solely as
19 a data processor for segments on Data Marketplace, sellers are responsible for naming their
20 segments and Defendants lack sufficient knowledge to admit or deny allegations relating to the
21 contents of segments on the Data Marketplace, and on that basis deny them. Additionally, as to
22 footnote 7, Defendants deny knowledge or information sufficient to form a belief as to the
23 authenticity or veracity of the spreadsheet cited in the footnote and on that basis denies the same.
24 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
25 as expressly admitted, Defendants deny the allegations and conclusory characterizations
26 Paragraph 7 and its footnote(s).

27 8. Defendants admit that LiveRamp uses the term "identity resolution" to refer to the
28 process of linking distinct pieces of non-sensitive identifying information (e.g., name, address,

1 phone number, email, mobile device ID) through its identity graphs. Defendants affirmatively
2 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
3 Defendants deny the allegations and conclusory characterizations of Paragraph 8.

4 9. Paragraph 9 contains one or more legal conclusions as to which no response is
5 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
6 vague, and conclusory allegations and characterizations of Paragraph 9. Defendants affirmatively
7 state that individuals have numerous options to opt out of the processing and sale of personal
8 information (including services that will submit these requests on behalf of the individual) and
9 that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what
10 extent information is collected and processed have been widely available. Defendants further
11 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of
12 many other states, consumers have the right to opt-out (or opt-in, depending on the law and
13 applicable data category) to the processing and sale of their personally identifiable information
14 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
15 those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-
16 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
17 characterizations of Paragraph 9.

18 10. Defendants deny the argumentative, vague, and conclusory allegations and
19 characterizations of Paragraph 10. Defendants affirmatively state that individuals have numerous
20 options to opt out of the processing and sale of personal information (including services that will
21 submit these requests on behalf of the individual) and that, since at least 2018, tools such as
22 browser extensions and plug-ins to modify how or to what extent information is collected and
23 processed have been widely available. Defendants further affirmatively state that under the
24 California and Oregon Consumer Privacy Acts, like those of many other states, consumers have
25 the right to opt-out (or opt-in, depending on the law and applicable data category) to the
26 processing and sale of their personally identifiable information and, in accordance with the laws,
27 LiveRamp provides mechanisms for consumers to exercise those rights. Defendants
28 affirmatively state that LiveRamp's products and services are privacy-centric. Except as

1 expressly admitted, Defendants deny the allegations and conclusory characterizations of
2 Paragraph 10.

3 11. Defendants deny the allegations and conclusory characterizations of Paragraph
4 11, except that Defendants admit that the article cited in footnote 8 of the FAC contains the
5 argumentative, sensational characterization quoted in Paragraph 11. Defendants admit that the
6 quoted language appears in that article but respectfully refer the Court to that article itself for its
7 full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or
8 provide full context and deny Plaintiffs' characterization thereof. Defendants deny that the
9 quoted source accurately or completely characterizes the relevant conduct, including the
10 characterization that LiveRamp "is like a stalker" and that it "sells this stalking ability to many
11 other companies." Defendants affirmatively state that LiveRamp's products and services are
12 privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory
13 characterizations of Paragraph 11 and its footnote(s).

14 12. Defendants lack sufficient knowledge to admit or deny the allegations of the first
15 and second sentences of Paragraph 12 which purport to describe the individual Plaintiffs' goals
16 and concerns and on that basis deny them. To the extent that Paragraph 12 alleges that
17 Defendants violate Plaintiffs' privacy or autonomy, that Defendants' conduct is unlawful, or that
18 Defendants have caused Plaintiffs any harm, Defendants deny those allegations and conclusory
19 characterizations. The third sentence of Paragraph 12 consists of legal conclusions to which no
20 response is required. To the extent any response is required, Defendants deny the allegations and
21 conclusory characterizations of the third sentence Paragraph 12. Except as expressly admitted,
22 Defendants deny the allegations and conclusory characterizations of Paragraph 12.

23 **II. PLAINTIFFS**

24 13. Defendants lack sufficient knowledge to admit or deny the allegations of
25 Paragraph 13 and on that basis deny them. Defendants deny that members of modern society
26 "must" use the internet to manage the routine affairs of daily life. Defendants further deny the
27 unsupported conclusory allegations in the second sentence of Paragraph 13. Except as expressly
28 admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 13.

A. LiveRamp’s Comprehensive Identity Profile on Plaintiff Riganian

14. Defendants admit that LiveRamp provided a SAR report for a person with the name Christina Riganian on or about September 13, 2024, that the SAR contained 18 spreadsheets, and that certain of the files have the listed titles. The SAR speaks for itself and Defendants deny Plaintiffs’ conclusory and sensational mischaracterizations of LiveRamp’s actions and intentions in Paragraph 14 and its footnotes, including footnote 11 of the FAC, and respectfully refer the Court to the document for full context and substance thereof. Defendants deny the allegations and conclusory characterizations of footnote 9 of the FAC to the extent they characterize the SAR cited in Paragraph 14 or LiveRamp’s conduct as privacy invasive. Defendants do not know what Plaintiffs mean by “identity profile,” and on that basis deny the allegation, and further denies that the information it has about Plaintiffs is “massive” or “comprehensive.” Defendants otherwise lack sufficient knowledge to admit or deny the allegations of Paragraph 14 and on that basis deny them. Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 14 and its footnote(s).

15. Defendants deny the allegations and conclusory characterizations of Paragraph 15, except that Defendants admit that the SAR contains additional files not explicitly mentioned in Paragraph 14(a)-(g). Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 15.

16. Defendants deny the allegations and conclusory characterizations of Paragraph 16, except that Defendants admit that the SAR provided to Plaintiff Riganian included RampIDs. Defendants affirmatively state that individuals have numerous options to opt out of the processing and sale of personal information (including services that will submit these requests on behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what extent information is collected and processed have been widely available. Defendants further affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data category) to the processing and sale of their personally

1 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
2 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
3 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
4 conclusory characterizations of Paragraph 16.

5 17. Defendants admit that LiveRamp licenses from other sources social security
6 numbers and driver's license data and that LiveRamp uses social security numbers as one of the
7 pieces of information it uses for a process it refers to as identity resolution. Defendants admit
8 that prior to April 2025, LiveRamp used driver's license data as part of identity resolution, but
9 states that it is phasing out the use of driver's license data in that process and that driver's license
10 data is no longer maintained in its current identity graphs. Defendants admit that LiveRamp has
11 associated a social security number and a driver's license number with the name Christina
12 Riganian. The second sentence of Paragraph 17 purports to quote from a document generated by
13 LiveRamp. Defendants admit that the quote appears in the quoted source and respectfully refer
14 the Court to the article itself for its full context and substance. Defendants deny that Plaintiffs'
15 selective quotations are complete or provide full context and deny Plaintiffs' characterization
16 thereof. Further, Defendants affirmatively state that individuals have numerous options to opt out
17 of the processing and sale of personal information (including services that will submit these
18 requests on behalf of the individual) and that, since at least 2018, tools such as browser
19 extensions and plug-ins to modify how or to what extent information is collected and processed
20 have been widely available. Defendants further affirmatively state that under the California and
21 Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-
22 out (or opt-in, depending on the law and applicable data category) to the processing and sale of
23 their personally identifiable information and, in accordance with the laws, LiveRamp provides
24 mechanisms for consumers to exercise those rights. Defendants affirmatively state that
25 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
26 deny the allegations and conclusory characterizations of Paragraph 17 and its footnote(s).

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1 1. **LiveRamp's Interception and Use of Plaintiff Riganian's Online**
 Browsing Activity

2 18. Paragraph 18 contains one or more legal conclusions as to which no response is
 3 necessary. To the extent a response is deemed necessary, Defendants deny the argumentative,
 4 vague, and conclusory allegations and characterizations Paragraph 18. Defendants affirmatively
 5 state that individuals have numerous options to opt out of the processing and sale of personal
 6 information (including services that will submit these requests on behalf of the individual) and
 7 that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what
 8 extent information is collected and processed have been widely available. Defendants further
 9 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of
 10 many other states, consumers have the right to opt-out (or opt-in, depending on the law and
 11 applicable data category) to the processing and sale of their personally identifiable information
 12 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
 13 those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-
 14 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
 15 characterizations of Paragraph 18.

16 19. Defendants deny the argumentative, vague, and conclusory allegations and
 17 characterizations of Paragraph 19. Defendants affirmatively state that LiveRamp's products and
 18 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
 19 conclusory characterizations of Paragraph 19.

20 20. Defendants deny the allegations and conclusory characterizations of the first
 21 sentence of Paragraph 20. Defendants deny that any software or technology used by LiveRamp
 22 constitutes a "tracking mechanism." Defendants admit that certain websites placed "pixels" or
 23 JavaScript code provided by LiveRamp on their websites and that websites may have placed
 24 "cookies" on browsers. Defendants deny that Paragraphs 74-79 accurately describe the operation
 25 of those tools and incorporate their responses to Paragraphs 74-79 below. Defendants
 26 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
 27
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1 expressly admitted, Defendants deny the allegations and conclusory characterizations of
2 Paragraph 20.

3 21. Paragraph 21 contains one or more legal conclusions as to which no response is
4 necessary. To the extent a response is deemed necessary, Defendants deny the allegations and
5 conclusory characterizations of Paragraph 21, except that Defendants admit that LiveRamp has
6 offline, online, and other pseudonymized information (such as names, postal addresses, phone
7 numbers, email addresses, and device identifiers) stored separately in its offline and online
8 identity graphs that could be related to Plaintiff Riganian, and admit that LiveRamp may have
9 provided certain services to customers using that information. Defendants affirmatively state that
10 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
11 deny the allegations and conclusory characterizations of Paragraph 21.

12 22. Defendants lack sufficient knowledge to admit or deny the allegations of
13 Paragraph 22 and on that basis deny them. The information referenced in this paragraph is based
14 not on Plaintiffs' SAR but on Plaintiffs' uncorroborated allegations about Plaintiff Riganian's
15 web browsing activities. Defendants deny the allegations and conclusory characterizations of
16 footnote 14 of the FAC to the extent they characterize LiveRamp's conduct as privacy invasive.
17 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
18 of Paragraph 22 and its footnote(s).

19 23. Paragraph 23 contains one or more legal conclusions as to which no response is
20 necessary. To the extent a response is deemed necessary, Defendants admit that CVS deploys
21 LiveRamp's eCST (enhanced client-side tag) on CVS.com on behalf of CVS to allow CVS to
22 collect data for its own purposes. LiveRamp acts solely as a data processor with respect to
23 information collected through this eCST and does not use the data for its own purposes.
24 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
25 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
26 Paragraph 23.

27 24. Defendants deny the allegations and conclusory characterizations of Paragraph
28 24. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

1 25. Paragraph 25 contains one or more legal conclusions as to which no response is
2 necessary. To the extent a response is deemed necessary, Defendants deny the allegations and
3 conclusory characterizations of Paragraph 25. LiveRamp acts solely as a data processor with
4 respect to information collected through eCSTs and does not use the data for its own purposes,
5 including for the purposes of creating “segments” or “categories” or of enriching data sets that
6 LiveRamp has compiled. To the extent that the allegations of Paragraph 25 relate to third parties
7 to this action, Defendants deny knowledge or information sufficient to form a belief as to the
8 truth of these allegations and, therefore, deny the allegations. Defendants affirmatively state that
9 LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants
10 deny the allegations and conclusory characterizations of Paragraph 25.

11 26. Defendants deny that any software or technology used by LiveRamp constitutes a
12 “tracking mechanism.” Defendants lack sufficient knowledge to admit or deny what websites
13 Plaintiff Riganian visited and on that basis deny the description of Plaintiff Riganian’s web
14 browsing activity in Paragraph 26. Defendants affirmatively state that LiveRamp’s products and
15 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
16 conclusory characterizations of Paragraph 26.

17 27. Defendants deny that any software or technology used by LiveRamp constitutes a
18 “tracking mechanism” and deny that cookies are stored on devices. Defendants further lack
19 sufficient knowledge to admit or deny the presence of cookies on unspecified devices associated
20 with Plaintiff Riganian on that basis deny the description of Plaintiff Riganian’s devices and the
21 cookies present on those devices. Defendants deny the allegations and conclusory
22 characterizations of footnote 15 of the FAC to the extent they characterize LiveRamp’s conduct
23 as privacy invasive. Defendants affirmatively state that LiveRamp’s products and services are
24 privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory
25 characterizations of Paragraph 27 and its footnote(s).

26 28. Defendants deny the first sentence of Paragraph 28. The second sentence of
27 Paragraph 28 purports to quote from LiveRamp Holdings, Inc.’s Form 10-K for the Fiscal Year
28 ending March 31, 2021. Defendants admit that the quote appears in the quoted source and

respectfully refer the Court to the document itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. To the extent that the allegations of the third sentence of Paragraph 28 relate to Plaintiff Riganian's purported knowledge, Defendants deny knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations. Further, Defendants affirmatively state that individuals have numerous options to opt out of the processing and sale of personal information (including services that will submit these requests on behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what extent information is collected and processed have been widely available. Defendants further affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data category) to the processing and sale of their personally identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 28 and its footnote(s).

B. Plaintiff Donna Spurgeon

29. Defendants lack sufficient knowledge to admit or deny the allegations of Paragraph 29 and on that basis deny them. Defendants deny that members of modern society "must" use the internet to manage the routine affairs of daily life. Defendants further deny the unsupported conclusory characterizations in the second sentence of Paragraph 29. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 29.

1. LiveRamp's Comprehensive Identity Profile on Plaintiff Spurgeon

30. Defendants admit that LiveRamp provided a SAR report for a person with the name Donna Spurgeon on or about January 12, 2024, that the SAR contained 9 excel spreadsheets, and that certain of the files have the listed titles. Defendants do not know what Plaintiffs mean by "identity profile," and on that basis deny the allegation and further deny that

1 the information it has about Plaintiffs is “massive” or “comprehensive.” The SAR speaks for
2 itself and Defendants deny Plaintiffs’ conclusory, sensational mischaracterizations of
3 LiveRamp’s actions and intentions and respectfully refer the Court to the document for its full
4 context and substance. Defendants deny the allegations and conclusory characterizations of
5 footnote 17 of the FAC to the extent they characterize the SAR cited in Paragraph 30 or
6 LiveRamp’s conduct as privacy invasive. Defendants do not know what Plaintiffs mean by
7 “identity profile,” and on that basis deny the allegation, and further deny that the information it
8 has about Plaintiffs is “massive” or “comprehensive.” Defendants otherwise lack sufficient
9 knowledge to admit or deny the allegations of Paragraph 30 and on that basis deny them.
10 Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except
11 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
12 Paragraph 30 and its footnote(s).

13 31. Defendants deny the allegations and conclusory characterizations of Paragraph
14 31, except that Defendants admit that the SAR provided to Donna Spurgeon included a RampID.
15 Defendants affirmatively state that individuals have numerous options to opt out of the
16 processing and sale of personal information (including services that will submit these requests on
17 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
18 ins to modify how or to what extent information is collected and processed have been widely
19 available. Defendants further affirmatively state that under the California and Oregon Consumer
20 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
21 depending on the law and applicable data category) to the processing and sale of their personally
22 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
23 consumers to exercise those rights. Defendants affirmatively state that LiveRamp’s products and
24 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
25 conclusory characterizations of Paragraph 31.

26 32. Defendants admit that LiveRamp licenses from other sources social security
27 numbers and driver’s license data and that LiveRamp uses social security numbers as one of the
28 pieces of information it uses for a process it refers to as identity resolution. Defendants admit

that prior to April 2025, LiveRamp used driver's license data as part of identity resolution, but states that it is phasing out the use of driver's license data in that process and that driver's license data is no longer maintained in its current identity graphs. Defendants admit that LiveRamp has associated a social security number and a driver's license number with the name Donna Spurgeon. The second sentence of Paragraph 32 purports to quote from a document generated by LiveRamp. Defendants admit that the quote appears in the quoted source and respectfully refer the Court to the article itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. Further, Defendants affirmatively state that individuals have numerous options to opt out of the processing and sale of personal information (including services that will submit these requests on behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what extent information is collected and processed have been widely available. Defendants further affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data category) to the processing and sale of their personally identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 32 and its footnote(s).

2. **LiveRamp's Interception and Use of Plaintiff Spurgeon's Online Browsing Activity**

33. Paragraph 33 contains one or more legal conclusions as to which no response is necessary. To the extent a response is deemed necessary, Defendants deny the argumentative, vague, and conclusory allegations and characterizations of Paragraph 33. To the extent that the allegations of Paragraph 33 relate to third parties to this action, Defendants deny knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations. Defendants affirmatively state that individuals have numerous options to opt out of the processing and sale of personal information (including services that will submit these

1 requests on behalf of the individual) and that, since at least 2018, tools such as browser
2 extensions and plug-ins to modify how or to what extent information is collected and processed
3 have been widely available. Defendants further affirmatively state that under the California and
4 Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-
5 out (or opt-in, depending on the law and applicable data category) to the processing and sale of
6 their personally identifiable information and, in accordance with the laws, LiveRamp provides
7 mechanisms for consumers to exercise those rights. Defendants affirmatively state that
8 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
9 deny the allegations and conclusory characterizations of Paragraph 33.

10 34. Defendants deny the argumentative, vague, and conclusory allegations and
11 characterizations of Paragraph 34. Defendants affirmatively state that LiveRamp's products and
12 services are privacy-centric.

13 35. Defendants deny the allegations and conclusory characterizations of the first
14 sentence of Paragraph 35. Defendants deny that any software or technology used by LiveRamp
15 constitutes a "tracking mechanism." Defendants admit that certain websites placed "pixels" or
16 JavaScript code provided by LiveRamp on their websites and that websites may have placed
17 "cookies" on browsers. Defendants deny that Paragraphs 74-79 accurately describe the operation
18 of those tools and incorporate their responses to Paragraphs 74-79 below. Defendants
19 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
20 expressly admitted, Defendants deny the allegations and conclusory characterizations of the
21 second sentence of Paragraph 35.

22 36. Paragraph 36 contains one or more legal conclusions as to which no response is
23 necessary. To the extent a response is deemed necessary, Defendants deny the allegations and
24 conclusory characterizations of Paragraph 36, except that Defendants admit that LiveRamp has
25 offline, online, and other pseudonymized information (such as names, postal addresses, phone
26 numbers, email addresses, and device identifiers) stored separately in its offline and online
27 identity graphs that could be related to Plaintiff Spurgeon, and admit that LiveRamp may have
28 provided certain services to its customers using that information. Defendants affirmatively state

1 that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
2 Defendants deny the allegations and conclusory characterizations of Paragraph 36.

3 37. Defendants deny that any software or technology used by LiveRamp constitutes a
4 "tracking mechanism." Defendants lack sufficient knowledge to admit or deny what websites
5 Plaintiff Spurgeon visited and on that basis deny the description of Plaintiff Spurgeon's web
6 browsing activity in Paragraph 37. Defendants affirmatively state that LiveRamp's products and
7 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
8 conclusory characterizations of Paragraph 37.

9 38. Defendants deny the allegations and conclusory characterizations of Paragraph
10 38, including the allegation that Defendants are sellers on the Data Marketplace, except that
11 Defendants admit that LiveRamp operates Data Marketplace, that buyers and sellers can transact
12 to license the right to use data segments through Data Marketplace and that Data Marketplace is
13 pseudonymized using (among other tools) RampIDs and that, with regard to the second sentence
14 of Paragraph 38, the quoted language appears in LiveRamp Holdings, Inc.'s Form 10-K for the
15 Fiscal Year ending March 31, 2021. Defendants respectfully refer the Court to the document
16 itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are
17 complete or provide full context and deny Plaintiffs' characterization thereof. Further,
18 Defendants affirmatively state that individuals have numerous options to opt out of the
19 processing and sale of personal information (including services that will submit these requests on
20 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
21 ins to modify how or to what extent information is collected and processed have been widely
22 available. Defendants further affirmatively state that under the California and Oregon Consumer
23 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
24 depending on the law and applicable data category) to the processing and sale of their personally
25 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
26 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
27 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
28 conclusory characterizations of Paragraph 38.

1 **III. DEFENDANTS**

2 39. Defendants admit that LiveRamp Holdings, Inc. is a United States public
3 corporation incorporated under the laws of the State of Delaware. Defendants admit that
4 LiveRamp Holdings, Inc.'s principal place of business is 225 Bush Street, 17th Floor, San
5 Francisco, California 94104. Defendants admit that LiveRamp Holdings, Inc. is the parent
6 company of LiveRamp, Inc. Except as expressly admitted, Defendants deny the allegations and
7 conclusory characterizations of Paragraph 39 and its footnote(s).

8 40. Defendants admit that LiveRamp, Inc. is a wholly owned subsidiary of LiveRamp
9 Holdings, Inc.; that LiveRamp, Inc. is incorporated in Delaware; that LiveRamp, Inc. is registered
10 with the State of California as a "data broker" under California Civil Code § 1798.99.80; that
11 LiveRamp, Inc.'s principal place of business is 225 Bush Street, 17th Floor, San Francisco,
12 California 94104. Defendants respond that the Corporate Disclosure Statement and Certificate of
13 Interested Entities or Persons by LiveRamp Holding, Inc. (Dkt. 19), speaks for itself and
14 respectfully refer the Court to the document for the substance thereof. Except as expressly
15 admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 40.

16 **IV. JURISDICTION AND VENUE**

17 41. Paragraph 41 contains legal conclusions to which no response is required. To the
18 extent any response is required, Defendants deny the allegations of Paragraph 41.

19 42. Paragraph 42 contains legal conclusions to which no response is required. To the
20 extent any response is required, Defendants deny the allegations of Paragraph 42.

21 43. Paragraph 43 contains legal conclusions to which no response is required. To the
22 extent any response is necessary, Defendants deny the allegations of Paragraph 43, including the
23 allegation that Plaintiffs' claims arise from LiveRamp's conduct in California.

24 44. Paragraph 44 contains legal conclusions to which no response is required. To the
25 extent any response is necessary Defendants deny the allegations of Paragraph 44, including the
26 allegation that the events or omissions giving rise to Plaintiffs' claims occurred in this District.

1 **V. CHOICE OF LAW**

2 45. Paragraph 45 contains legal conclusions to which no response is required. To the
3 extent any response is required, Defendants deny the allegations of Paragraph 45.

4 46. Paragraph 46 contains one or more legal conclusions as to which no response is
5 required. To the extent a response is deemed necessary, Defendants admit that LiveRamp, Inc.'s
6 and LiveRamp Holdings, Inc.'s principal places of business are 225 Bush Street, 17th Floor, San
7 Francisco, California 94104. Defendants admit that LiveRamp, Inc. is registered as a data broker
8 in accordance with the definition of that term under California law. Except as expressly admitted,
9 Defendants deny the allegations of Paragraph 46.

10 47. Defendants deny the allegations and conclusory characterizations of Paragraph
11 47. Defendants affirmatively state that LiveRamp's products and services are privacy-centric..

12 48. Paragraph 48 contains one or more legal conclusions as to which no response is
13 required. To the extent a response is deemed necessary, Defendants deny the allegations and
14 conclusory characterizations of Paragraph 48. Defendants affirmatively state that LiveRamp's
15 products and services are privacy-centric.

16 49. Paragraph 49 contains legal conclusions to which no response is required. To the
17 extent any response is required, Defendants deny the allegations of Paragraph 49.

18 **VI. DIVISIONAL ASSIGNMENT**

19 50. Paragraph 50 contains legal conclusions to which no response is required. To the
20 extent any response is required, Defendants deny the allegations of Paragraph 50.

21 **VII. STATEMENT OF FACTS**

22 **A. LiveRamp Collects, Buys, and Analyzes Vast Amounts of On- and Offline**
23 **Data to Track Individual Consumers Everywhere on the Internet and in the**
Real World.

24 51. Defendants admit that LiveRamp, Inc. is registered as a "data broker" in
25 California in accordance with the California law definition of that term; that LiveRamp
26 Holdings, Inc. is registered as a "data broker" in certain other states in accordance with the
27 definition of that term under the laws of those certain states; and that LiveRamp Holdings, Inc.
28 was formerly known as Acxiom Holdings, Inc. The remaining allegations of Paragraph 51 are

1 legal conclusions to which no response is required. To the extent a response is required,
2 Defendants deny the allegations. Except as expressly admitted, Defendants deny the allegations
3 and conclusory characterizations of Paragraph 51 and its footnote(s).

4 52. Defendants deny the allegations and conclusory characterizations of the first
5 sentence of Paragraph 52. Defendants admit that LiveRamp, Inc. facilitates the delivery of
6 advertisements across different platforms through the use of pseudonymized identifiers, and
7 otherwise deny the allegations and conclusory characterizations of the second sentence of
8 Paragraph 52. The third sentence of Paragraph 52 purports to quote the article cited in footnote
9 21 of the FAC, which was published and available to Plaintiffs in 2018, years before the filing of
10 this lawsuit. Defendants admit that the quoted language appears in that article but respectfully
11 refer the Court to that article itself for its full context and substance. Defendants deny that
12 Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
13 characterization thereof. Defendants affirmatively state that LiveRamp's products and services
14 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
15 conclusory characterizations of Paragraph 52 and its footnote(s).

16 53. Defendants deny the allegations and conclusory characterizations of Paragraph
17 53. Defendants affirmatively state that individuals have numerous options to opt out of the
18 processing and sale of personal information (including services that will submit these requests on
19 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
20 ins to modify how or to what extent information is collected and processed have been widely
21 available. Defendants further affirmatively state that under the California and Oregon Consumer
22 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
23 depending on the law and applicable data category) to the processing and sale of their personally
24 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
25 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
26 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
27 conclusory characterizations of Paragraph 53.

1 54. Defendants deny the allegations and conclusory characterizations of Paragraph
2 54, except that Defendants admit that the block-quoted language appears in the document cited
3 in footnote 22 of the FAC. Defendants respectfully refer the Court to that document for its full
4 context and substance. Defendants deny that Plaintiffs' selective quotations are complete or
5 provide full context and deny Plaintiffs' characterization thereof. Defendants affirmatively state
6 that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
7 Defendants deny the allegations and conclusory characterizations of Paragraph 54 and its
8 footnote(s).

9 55. Paragraph 55 contains one or more legal conclusions as to which no response is
10 required. To the extent a response is deemed necessary, except as expressly admitted, Defendants
11 deny the argumentative, vague, and conclusory allegations and characterizations of Paragraph
12 55. Defendants affirmatively state that individuals have numerous options to opt out of the
13 processing and sale of personal information (including services that will submit these requests on
14 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
15 ins to modify how or to what extent information is collected and processed have been widely
16 available. Defendants further affirmatively state that under the California and Oregon Consumer
17 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
18 depending on the law and applicable data category) to the processing and sale of their personally
19 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
20 consumers to exercise those rights.

21 56. Defendants deny the argumentative, vague, and conclusory allegations and
22 characterizations of Paragraph 56, except that Defendants admit that the quote in the
23 parenthetical in footnote 23 of the FAC appears in the cited article. Defendants respectfully refer
24 the Court to the article itself for the full context and substance of the article. Defendants deny
25 that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
26 characterization thereof. Defendants deny that the quoted source accurately or completely
27 characterizes the relevant conduct, including the characterization that LiveRamp operates a
28 "Privacy Death Star." To the extent that the allegations of Paragraph 56 relate to third parties to

1 this action, Defendants deny knowledge or information sufficient to form a belief as to the truth
2 of these allegations and, therefore, deny the allegations. Defendants affirmatively state that
3 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
4 deny the allegations and conclusory characterizations of Paragraph 56 and its footnote(s).

5 57. Defendants deny the allegations and conclusory characterizations of Paragraph
6 57, except that Defendants admit LiveRamp offers identity resolution and the Data Marketplace;
7 that LiveRamp uses the term "identity resolution" to refer to the process of linking distinct pieces
8 of information; and that a RampIDs is a pseudonymous identifier that LiveRamp uses in its
9 online identity graph. Further, Defendants affirmatively state that individuals have numerous
10 options to opt out of the processing and sale of personal information (including services that will
11 submit these requests on behalf of the individual) and that, since at least 2018, tools such as
12 browser extensions and plug-ins to modify how or to what extent information is collected and
13 processed have been widely available. Defendants further affirmatively state that under the
14 California and Oregon Consumer Privacy Acts, like those of many other states, consumers have
15 the right to opt-out (or opt-in, depending on the law and applicable data category) to the
16 processing and sale of their personally identifiable information and, in accordance with the laws,
17 LiveRamp provides mechanisms for consumers to exercise those rights. Defendants
18 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
19 expressly admitted, Defendants deny the allegations and conclusory characterizations of
20 Paragraph 57 and its footnote(s).

21 58. Defendants admit that LiveRamp creates RampIDs, which are pseudonymous
22 identifiers that are used in LiveRamp's online identity graph, that online identifiers can be
23 attached to RampIDs, and that RampIDs are in some cases generated from double hashed salted
24 offline data, resulting in a one-way translation of that offline data into a RampID (i.e., the
25 pseudonymous RampID is generated from offline data, but the RampID cannot be translated
26 back into the offline data). Footnotes 25, 26, and 27 of the FAC purport to quote from a
27 document published on LiveRamp's website. Defendants admit that the quote appears in the
28 quoted source and respectfully refer the Court to the document itself for its full context and

1 substance. Defendants deny that Plaintiffs’ selective quotations are complete or provide full
2 context and deny Plaintiffs’ characterization thereof. Except as expressly admitted, Defendants
3 deny the allegations of the first sentence of Paragraph 58. Defendants deny the allegations of the
4 second sentence of Paragraph 58, including that Defendants “aggregate” identifiers or
5 synchronize personal information. The third sentence of Paragraph 58 purports to quote an article
6 on LiveRamp’s website cited in footnote 28 of the FAC. Defendants admit that the quoted
7 language appears in that article but respectfully refer the Court to that article itself for its full
8 context and substance. Defendants deny that Plaintiffs’ selective quotations are complete or
9 provide full context and deny Plaintiffs’ characterization thereof. Further, Defendants
10 affirmatively state that individuals have numerous options to opt out of the processing and sale
11 of personal information (including services that will submit these requests on behalf of the
12 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
13 how or to what extent information is collected and processed have been widely available.
14 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
15 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
16 on the law and applicable data category) to the processing and sale of their personally
17 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
18 consumers to exercise those rights. The fourth sentence of Paragraph 58 contains legal
19 conclusions to which no response is required. To the extent any response is required, Defendants
20 deny the argumentative, vague, and conclusory allegations and characterizations of the fourth
21 sentence of Paragraph 58. The fifth sentence of Paragraph 58 purports to quote an article cited in
22 footnote 29 of the FAC. Defendants admit that the quoted language appears in that article but
23 respectfully refer the Court to that article itself for its full context and substance. Defendants
24 deny that Plaintiffs’ selective quotations are complete or provide full context and deny Plaintiffs’
25 characterization thereof. Defendants deny that the quoted source accurately or completely
26 characterizes the relevant conduct, including the characterization that LiveRamp is the “largest
27 and most significant actor” in an industry that “exists to purposefully and explicitly shatter . . .
28 anonymity.” To the extent that the allegations of Paragraph 58 relate to third parties to this

1 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
2 these allegations and, therefore, deny the allegations. Defendants affirmatively state that
3 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
4 deny the allegations and conclusory characterizations of Paragraph 58 and its footnote(s).

5 59. Defendants admit that the articles on LiveRamp's website quoted in the first
6 sentence of Paragraph 59 and in footnote 31 of the FAC state that "250m+ consumers
7 represented in the U.S. and many more worldwide." Defendants admit that the article cited in
8 footnote 30 of the FAC states that in 2020, the U.S. Census Bureau counted 258.3 million adults
9 living in the United States. Defendants respectfully refer the Court to the articles themselves for
10 their full context and substance. Defendants deny that Plaintiffs' selective quotations and
11 descriptions are complete or provide full context and deny Plaintiffs' characterization thereof.
12 Defendants deny the second sentence of Paragraph 59, except that a RampID can be mapped to
13 cookies, mobile device IDs, connected TV device ID, and custom identifiers. Defendants deny
14 the third sentence of Paragraph 59, except that Defendants admit that a device ID may be able to
15 be linked to other pseudonymized online identifiers. Footnote 33 of the FAC purports to quote
16 from a document. Defendants admit that the quote appears in the quoted source and respectfully
17 refer the Court to the document itself for its full context and substance. Defendants deny that
18 Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
19 characterization thereof. Defendants deny the allegations and conclusory characterizations of the
20 fourth sentence of Paragraph 59, including the allegation that RampIDs are "permanent" and
21 "inescapable." To the extent that the allegations of Paragraph 59 relate to third parties to this
22 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
23 these allegations and, therefore, deny the allegations. Defendants affirmatively state that
24 individuals have numerous options to opt out of the processing and sale of personal information
25 (including services that will submit these requests on behalf of the individual) and that, since at
26 least 2018, tools such as browser extensions and plug-ins to modify how or to what extent
27 information is collected and processed have been widely available. Defendants further
28 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of

1 many other states, consumers have the right to opt-out (or opt-in, depending on the law and
2 applicable data category) to the processing and sale of their personally identifiable information
3 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
4 those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-
5 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
6 characterizations of Paragraph 59 and its footnote(s).

7 60. Defendants admit that some buyers and sellers, including data brokers, transact to
8 license the right to use data segments on Data Marketplace and that some of these segments are
9 constructed along lines of demographic information (such as age, gender, or estimates of
10 income) or inferred behavioral characteristics (such as predicted interests, personality types, or
11 other features—sometimes called “psychographic” information). Defendants state that
12 LiveRamp's policies prohibit segments based on sexual reproductive decisions. Defendants state
13 that these segments are frequently modelled based on other information, not based on direct
14 observation. To the extent that the allegations of Paragraph 60 relate to third parties to this
15 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
16 these allegations and, therefore, deny the allegations. Defendants affirmatively state that
17 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
18 deny the allegations and conclusory characterizations of Paragraph 60 including the allegation
19 that Defendants are sellers on the Data Marketplace.

20 61. Defendants deny the argumentative, vague, and conclusory allegations and
21 characterizations of Paragraph 61. To the extent that the allegations of Paragraph 61 relate to
22 third parties to this action, Defendants deny knowledge or information sufficient to form a belief
23 as to the truth of these allegations and, therefore, deny the allegations. Defendants affirmatively
24 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
25 Defendants deny the allegations and conclusory characterization of Paragraph 61.

26 62. Paragraph 62 contains one or more legal conclusions as to which no response is
27 necessary. To the extent a response is deemed necessary, Defendants deny the argumentative,
28 vague, and conclusory allegations and characterizations of Paragraph 62. Defendants

1 affirmatively state that individuals have numerous options to opt out of the processing and sale
 2 of personal information (including services that will submit these requests on behalf of the
 3 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
 4 how or to what extent information is collected and processed have been widely available.
 5 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
 6 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
 7 on the law and applicable data category) to the processing and sale of their personally
 8 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
 9 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
 10 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
 11 conclusory characterizations of Paragraph 62.

12 63. Defendants admit that LiveRamp Holdings, Inc. generated over \$500 million in
 13 total revenue in Fiscal Years ended March 31, 2023, March 31, 2024, and March 31, 2025.
 14 Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
 15 Footnote 34 of the FAC purports to quote from two documents published on LiveRamp's
 16 website. Defendants admit that the documents reflect total revenue of \$597 million and \$660
 17 million, respectively, and respectfully refer the Court to the article itself for its full context and
 18 substance. Defendants deny that Plaintiffs' descriptions are complete or provide full context and
 19 deny Plaintiffs' characterization thereof. Except as expressly admitted, Defendants deny the
 20 allegations and conclusory characterizations of Paragraph 63 and its footnote(s).

21 1. **LiveRamp Collects, Buys, and Analyzes Vast Amounts of Offline Data**
 22 **to Construct Real-World Identity Profiles Using Its AbiliTec System.**

23 64. Defendants deny the allegations and conclusory characterizations of the first
 24 sentence of Paragraph 64, except that LiveRamp's offline identity graph uses an AbiliTecID to
 25 connect offline identifiers; and that with an AbiliTecID, there can be a one-way translation
 26 through a double hashing and salting process into a pseudonymous RampID (which can be
 27 linked to pseudonymized online identifiers), but that a RampID cannot be translated into an
 28 AbiliTecID. Defendants deny the allegations and conclusory characterizations second sentence

1 of Paragraph 64, except that Defendants admit that AbiliTecIDs can be assigned to offline
2 identifiers (e.g., postal addresses, email addresses, and names) and that the offline identity graph
3 can in some cases use algorithms to resolve disparate offline identifiers to a single AbiliTecID.
4 The third sentence of Paragraph 64 purports to quote an article published on LiveRamp's
5 website, cited in footnote 37 of the FAC. Defendants admit that the quoted language appears in
6 that article but respectfully refer the Court to that article itself for its full context and substance.
7 Defendants deny that Plaintiffs' selective quotations are complete or provide full context and
8 deny Plaintiffs' characterization thereof. Defendants affirmatively state that LiveRamp's
9 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
10 allegations and conclusory characterizations of Paragraph 64 and its footnote(s).

11 65. Defendants admit that the data used to generate LiveRamp's offline Identity
12 Graph is sourced from various sources including historical consumer contact information,
13 including name and postal records, email addresses, and phone numbers. Defendants admit that
14 the data used to generate the offline Identity Graph includes sources such as public record data,
15 publicly available data, and self-reported information. Defendants admit the data used to
16 generate LiveRamp's offline Identity Graph is sourced from hundreds of contributors and can
17 contain multiple names, addresses, and email representations for an individual. Defendants admit
18 that LiveRamp purchases the license to use email-to-postal address match data from various
19 third-party providers. Defendants affirmatively state that LiveRamp's products and services are
20 privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory
21 characterizations of Paragraph 65 and its footnote(s).

22 66. Paragraph 66 purports to quote an article published on LiveRamp's website cited
23 in footnote 42 of the FAC. Defendants admit that the quoted language appears in that article but
24 respectfully refer the Court to that article itself for its full context and substance. Defendants
25 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
26 characterization thereof. Defendants admit that LiveRamp's offline Identity Graph sometimes
27 stores consumer associative data and internal metadata. Defendants deny that they collect and
28 process consumers' gender data in LiveRamp's AbiliTec system. Defendants affirmatively state

1 that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
2 Defendants deny the allegations and conclusory characterizations of Paragraph 66 and its
3 footnote(s).

4 67. Defendants deny the first and second sentences of Paragraph 67, except that
5 Defendants admit if a LiveRamp customer provides an offline identifier, such as an email
6 address, phone number, or name plus postal address, that offline identifier can be used to return
7 an AbilitecID or AbilitecIDs from the offline Identity Graph, if any AbilitecIDs are associated
8 with that offline identifier. Defendants affirmatively state that LiveRamp's products and services
9 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
10 conclusory characterizations of Paragraph 67.

11 68. Defendants deny the first sentence of Paragraph 68, including the allegation with
12 respect to gender transition, except that Defendants admit that that people in general may move
13 houses, change jobs, or switch devices over time due to a variety of circumstances and that
14 LiveRamp may create new connections with new identifiers in the offline Identity Graph based
15 on the data it receives over time. The second and third sentences of Paragraph 68 purport to
16 quote an article published on LiveRamp's website, cited in footnote 43 of the FAC. Defendants
17 admit that the quoted language appears in that article but respectfully refer the Court to that
18 article itself for its full context and substance. Defendants deny that Plaintiffs' selective
19 quotations are complete or provide full context and deny Plaintiffs' characterization thereof.
20 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
21 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
22 Paragraph 68 and its footnote(s).

23 69. Paragraph 69 purports to quote LiveRamp Holdings, Inc.'s Form 10-K for the
24 Fiscal Year ending March 31, 2021, cited in footnote 44 of the FAC. Defendants admit that the
25 quoted language appears in that document but respectfully refer the Court to that article itself for
26 its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete
27 or provide full context and deny Plaintiffs' characterization thereof. Defendants affirmatively
28 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,

1 Defendants deny the allegations and conclusory characterizations of Paragraph 69 and its
2 footnote(s).

3 2. **LiveRamp Collects, Buys, and Analyzes Vast Amounts of Online Data**
4 **to Track Real-World Consumers' Digital Activities Using the**
5 **RampID Identity Graph System.**

6 70. Defendants deny the allegations of the first sentence of Paragraph 70, except that
7 Defendants admit an AbiliTecID in the offline identity graph can be connected to a RampID in
8 the online identity graph through a one-way, pseudonymized double hashing and salting process.
9 Defendants admit that LiveRamp refers to the identity graph that uses AbilitecIDs as an “offline
10 identity graph,” and to identity graph that can contain RampIDs as an “online identity graph.”
11 Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except
12 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
13 Paragraph 70 and its footnote(s).

14 71. Defendants deny the allegations and conclusory characterizations of the first
15 sentence of Paragraph 71, except that Defendants admit a maintained RampID represents an
16 individual that LiveRamp can match to at least one offline identifier in the offline identity graph.
17 Defendants admit that the offline identity graph can in some cases use algorithms to resolve
18 disparate offline identifiers to a single AbiliTecID and that, with an AbiliTecID, there can be a
19 one-way translation into a pseudonymous RampID through a double hashing and salting process,
20 but otherwise deny the allegations and conclusory characterizations of the second and third
21 sentences of Paragraph 71. Defendants deny the allegations and conclusory characterizations of
22 the fourth sentence of Paragraph 71. Further, Defendants affirmatively state that individuals have
23 numerous options to opt out of the processing and sale of personal information (including
24 services that will submit these requests on behalf of the individual) and that, since at least 2018,
25 tools such as browser extensions and plug-ins to modify how or to what extent information is
26 collected and processed have been widely available. Defendants further affirmatively state that
27 under the California and Oregon Consumer Privacy Acts, like those of many other
28 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data
category) to the processing and sale of their personally identifiable information and, in

1 accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those
2 rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
3 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
4 of Paragraph 71 and its footnote(s).

5 72. Defendants deny the allegations of the first sentence of Paragraph 72, except that
6 Defendants admit that RampIDs can be mapped to other online identifiers in LiveRamp's online
7 identity graph, including cookie IDs, mobile IDs, and custom IDs. Defendants deny the
8 allegations and conclusory characterizations second sentence of Paragraph 72. The allegations of
9 the third sentence of Paragraph 72 are argumentative and vague and on that basis Defendants
10 deny them. Except as expressly admitted, Defendants deny the allegations and conclusory
11 characterizations of Paragraph 72. The fourth sentence of Paragraph 72 purports to quote an
12 article cited in footnote 52 of the FAC. Defendants admit that the quoted language appears in
13 that article but respectfully refer the Court to that article itself for its full context and substance.
14 Defendants deny that Plaintiffs' selective quotations are complete or provide full context and
15 deny Plaintiffs' characterization thereof (including Plaintiffs' addition of emphasis). Defendants
16 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
17 expressly admitted, Defendants deny the allegations and conclusory characterizations of
18 Paragraph 72 and its footnote(s).

19 73. Defendants deny the first sentence of Paragraph 73, except that LiveRamp's
20 offline Identity Graph contains offline identifiers and LiveRamp's online Identity Graph contains
21 online identifiers. Defendants deny the second sentence of Paragraph 73, except Defendants
22 admit that LiveRamp uses multiple means to collect data about online identifiers and that
23 LiveRamp receives information about online identifiers from data partners. Defendants deny the
24 third sentence of Paragraph 73. Defendants affirmatively state that LiveRamp's products and
25 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
26 conclusory characterizations of Paragraph 73.

27 74. Defendants deny the first sentence of Paragraph 74, except that Defendants admit
28 LiveRamp uses "cookies" or other similar browser storage mechanisms like "localStorage" to

1 store “cookie IDs.” Defendants deny the allegations of the second or third sentences as they
2 relate to Defendants. To the extent that the allegations of the second and third sentences of
3 Paragraph 54 relate to third parties to this action, Defendants deny knowledge or information
4 sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations.
5 Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except
6 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
7 Paragraph 74 and its footnote(s).

8 75. Defendants admit that “cookie syncing” or “ID syncing” as LiveRamp uses the
9 terms involves mapping cookie IDs maintained by one company to cookie IDs maintained by
10 another company by exchanging cookie IDs. Defendants admit “cookie syncing” allows
11 LiveRamp to correlate a LiveRamp cookie as being installed on the same web browser as a
12 synced partner cookie. To the extent that the allegations of Paragraph 75 relate to third parties to
13 this action, Defendants deny knowledge or information sufficient to form a belief as to the truth
14 of these allegations and, therefore, deny the allegations. Defendants affirmatively state that
15 LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants
16 deny the allegations and conclusory characterizations of Paragraph 75.

17 76. Defendants deny the allegations of the first sentence of Paragraph 76, except
18 Defendants admit that websites deploy LiveRamp’s cookies and that LiveRamp currently
19 receives cookie IDs from other companies, including Google, Microsoft, Salesforce, Neustar,
20 The Trade Desk, and Quantcast. Defendants deny the allegations of the second sentence of
21 Paragraph 76, except Defendants admit that LiveRamp’s online Identity Graph may match
22 cookie IDs to each other and to mobile IDs, proprietary platform IDs, and RampIDs, depending
23 on the data that LiveRamp has received. Defendants deny the allegations of the third sentence of
24 Paragraph 76. To the extent that the allegations of Paragraph 76 relate to third parties to this
25 action, Defendants deny knowledge or information sufficient to form a belief as to the truth of
26 these allegations and, therefore, deny the allegations. Defendants affirmatively state that
27 LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants
28 deny the allegations and conclusory characterizations of Paragraph 76 and its footnote(s).

1 77. Defendants admit LiveRamp's "Web Match Tags" allow it to establish links
2 between consumers' email addresses and cookie IDs. Defendants admit that Web Match Tags
3 can be added by a match partner to website pages where a user's email addresses can be
4 populated, including, for example post-registration pages, post-login pages, returning-user pages,
5 and landing page(s) associated with any links in the match partner's email newsletters.
6 Defendants deny the third sentence of Paragraph 77, except Defendants admit that after the
7 match partner obtains access to the user's email address, such as when the user has registered for
8 an account, the Web Match Tag can be configured to send the hashed email address and cookie
9 ID to LiveRamp. Defendants deny the allegations of the fourth sentence of Paragraph 77, except
10 Defendants admit LiveRamp sometimes creates a new link between a RampID and a cookie ID
11 in its online Identity Graph. Defendants deny the allegations of the fifth sentence of Paragraph
12 77. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
13 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
14 of Paragraph 77 and its footnote(s).

15 78. Defendants deny the first sentence of Paragraph 78. Defendants deny the second
16 sentence of Paragraph 78, except that Defendants admit LiveRamp's Client-Side Tags are
17 deployed via pixels that transmit the referral URL, as set by the website's referrer URL policy,
18 and the date and time of the visit, and that websites can configure the Client-Side Tag to transmit
19 other information such as page views, ad views, adding items to a cart, or completing a
20 transaction. Defendants deny the allegations of the third sentence of Paragraph 78, except
21 Defendants admit that any offline identifiers in the data are resolved to a RampID. Defendants
22 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
23 expressly admitted, Defendants deny the allegations and conclusory characterizations of
24 Paragraph 78 and its footnote(s).

25 79. Defendants deny the allegations of the first sentence of Paragraph 79. The second
26 sentence of Paragraph 79 contains legal conclusions that require no response. To the extent any
27 response to the second sentence is required, Defendants deny the allegations. Defendants deny
28 the third sentence, except Defendants admit that event listeners can be portions of the JavaScript

code that “listen” for certain actions by the internet user, as determined by the entity that deploys the code. Defendants deny the fourth, fifth, and sixth sentences of Paragraph 79. The remaining sentences purport to quote an article published on LiveRamp’s website. Defendants admit that the quoted language appears in the quoted article and respectfully refer the Court to the article itself for its full context and substance. Defendants deny that Plaintiffs’ selective quotations are complete or provide full context and deny Plaintiffs’ characterization thereof. Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 79 and its footnote(s).

80. Defendants deny the allegations and conclusory characterizations of Paragraph 80. Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 80 and its footnote(s).

81. Paragraph 81 contains one or more legal conclusions as to which no response is required. To the extent a response is deemed necessary, Defendants deny the argumentative, vague, and conclusory allegations and characterizations of Paragraph 81. Further, to the extent that the allegations of Paragraph 81 relate to third parties to this action, Defendants deny knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations. Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations of Paragraph 81.

82. Defendants deny the allegations and conclusory characterizations of Paragraph 82. Defendants affirmatively state that LiveRamp’s products and services are privacy-centric.

B. Through “Data Onboarding,” and Identity Resolution, LiveRamp and Its Customers Target Class Members Wherever They Are in the Digital and Physical Worlds.

83. The first sentence of Paragraph 83 purports to quote from an article and media published on LiveRamp’s website. Defendants admit that the quoted language appears in the quoted source and respectfully refer the Court to the article and media itself for its full context

1 and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full
2 context and deny Plaintiffs' characterization thereof. The second, third, and fourth sentences of
3 Paragraph 83 consist of a hypothetical factual scenario and Defendants deny them on that basis,
4 except that Defendants admit that customers have the ability to upload files that contain
5 identifiers to LiveRamp and subsequently specify a destination for advertising. Defendants
6 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
7 expressly admitted, Defendants deny the allegations and conclusory characterizations of
8 Paragraph 83 and its footnote(s).

9 84. The first, second, and third sentences of Paragraph 84 consist of a hypothetical
10 factual scenario and Defendants deny them on that basis. Defendants admit that LiveRamp
11 publicly lists names of companies with which it works in a directory and that LiveRamp's
12 website states that LiveRamp can add more integrations on request. Defendants deny that the
13 directory lists more than 500 advertiser destinations. Defendants affirmatively state that
14 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
15 deny the allegations and conclusory characterizations of Paragraph 84 and its footnote(s).

16 85. Defendants respond that LiveRamp has approximately 835 direct clients, although
17 this number varies by quarter, and admits that LiveRamp has thousands of indirect clients. The
18 second sentence of Paragraph 85 purports to quote from the article cited in footnote 70 of the
19 FAC. Defendants admit that the quoted language appears in that article but respectfully refer the
20 Court to that article itself for its full context and substance. Defendants deny that Plaintiffs'
21 selective quotations are complete or provide full context and deny Plaintiffs' characterization
22 thereof. To the extent that the allegations of Paragraph 85 relate to third parties to this action,
23 Defendants deny knowledge or information sufficient to form a belief as to the truth of these
24 allegations and, therefore, deny the allegations. Defendants affirmatively state that LiveRamp's
25 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
26 allegations and conclusory characterizations of Paragraph 85 and its footnote(s) (including the
27 allegation that most of LiveRamp's clients are large players in the data and AdTech industry).
28

86. Defendants deny the allegations and conclusory characterizations of the first sentence of Paragraph 86. The second sentence of Paragraph 86 purports to describe the results of a study conducted by third parties. Defendants respectfully refer the Court to the study itself for the study's full context and substance. The third sentence of Paragraph 86 includes quotes from, and characterizations of, a graphic displayed in a marketing video published by LiveRamp on YouTube.com. Defendants admit that the video contains a graphic that contains the literal text quoted in Paragraph 86 but deny Plaintiffs' argumentative characterizations and respectfully refer the Court to the video itself for a statement of its content and context. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. Defendants deny that the quoted source accurately or completely characterizes the relevant conduct. Defendants otherwise deny the allegations and conclusory characterizations of the second sentence of Paragraph 86. To the extent that the allegations of Paragraph 86 relate to third parties to this action, Defendants deny knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 86 and its footnote(s).

87. Defendants deny the argumentative, vague, and conclusory allegations and characterizations of the first sentence of Paragraph 87. To the extent that the allegations of the first sentence of Paragraph 87 relate to third parties to this action, Defendants deny knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations. The second sentence and bullet points of Paragraph 87 purport to describe brochures available at the permalink in footnotes 74 and 75 of the FAC. Defendants respectfully refer the Court to the brochures themselves for their full context and substance. Defendants deny that Plaintiffs' descriptions are complete or provide full context and deny Plaintiffs' characterization thereof. Defendants otherwise deny the allegations and conclusory characterizations of the second sentence and bullet points of Paragraph 87. Defendants affirmatively state that

1 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
2 deny the allegations and conclusory characterizations of Paragraph 87 and its footnote(s).

3 88. To the extent Paragraph 88's reference to "these examples" incorporates
4 allegations from preceding paragraphs, LiveRamp incorporates its responses to those allegations
5 in response to Paragraph 88. Defendants affirmatively state that LiveRamp's products and
6 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
7 conclusory characterizations of Paragraph 88.

8 **C. Through "Authenticated Traffic Solutions" or "ATS," LiveRamp Enables**
9 **Privacy-Invasive "Real-Time Bidding" Based on Class Members' Real-**
10 **World Identities.**

11 89. Defendants deny the allegations and conclusory characterizations of Paragraph
12 89, except Defendants admit that LiveRamp can monetize ATS via the RampID through, for
13 example, the use of the RampID in Real-Time Bidding. Defendants affirmatively state that
14 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
15 deny the allegations and conclusory characterizations of Paragraph 89.

16 90. Defendants admit ATS functions by converting the email addresses and phone
17 numbers into RampIDs, but otherwise deny the allegations and conclusory characterizations of
18 the first sentence of Paragraph 90. Defendants admit that when users provide email addresses
19 and/or phone numbers on websites that have deployed ATS.js, in a manner that triggers the
20 ATS.js as configured by that website, ATS transforms the identifier into a pseudonymous
21 RampID that is stored in an encrypted identity envelope in a privacy protective manner, but
22 otherwise deny the allegations and conclusory characterizations of the second sentence of
23 Paragraph 90. Defendants deny allegations and conclusory characterizations of the third sentence
24 of Paragraph 90, except that Defendants admit that the identity envelope containing an encrypted
25 RampIDs can be used in the Real-Time Bidding ecosystem. Defendants affirmatively state that
26 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
27 deny the allegations of Paragraph 90 and its footnote(s).

28 91. Defendants admit that many advertisers use a process often referred to as "Real-
Time Bidding" to allocate advertising space. Defendants otherwise deny the allegations and

1 conclusory characterizations of Paragraph 91, except that Defendants admit that the source cited
2 in footnote 77 of the FAC contains the language block-quoted in Paragraph 91. Defendants
3 respectfully refer the Court to the article itself for the full context and substance of the article.
4 Defendants deny that Plaintiffs' selective quotations are complete or provide full context and
5 deny Plaintiffs' characterization thereof. Defendants deny that the quoted source accurately or
6 completely characterizes the relevant conduct, including the characterization that Real Time
7 Bidding is "the biggest illegal data breach ever recorded." Defendants affirmatively state that
8 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
9 deny the allegations and conclusory characterizations of Paragraph 91 and its footnote(s).

10 92. Defendants admit that when users provide email addresses and/or phone numbers
11 on websites that have deployed ATS.js, in a manner that triggers the ATS.js as configured by
12 that website, ATS can transform the identifier into a pseudonymous RampID that is stored in an
13 encrypted identity envelope, and that the encrypted identity envelope can be used in Real-Time
14 Bidding. Defendants affirmatively state that LiveRamp's products and services are privacy-
15 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
16 characterizations of Paragraph 92 and its footnote(s).

17 93. Paragraph 93 contains one or more legal conclusions as to which no response is
18 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
19 vague, and conclusory allegations and characterizations of Paragraph 93. Further, Defendants
20 affirmatively state that individuals have numerous options to opt out of the processing and sale
21 of personal information (including services that will submit these requests on behalf of the
22 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
23 how or to what extent information is collected and processed have been widely available.
24 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
25 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
26 on the law and applicable data category) to the processing and sale of their personally
27 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
28 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and

1 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
2 conclusory characterizations of Paragraph 93.

3 **D. Through Its Data Marketplace, LiveRamp Facilitates the Sale of Vast**
4 **Amounts of Sensitive Personal Information About Consumers and**
5 **Facilitates the Construction of Detailed Consumer Profiles.**

6 94. Paragraph 94 contains one or more legal conclusions as to which no response is
7 required. To the extent a response is deemed necessary, Defendants affirmatively state that
8 LiveRamp's products and services are privacy-centric. Except as expressly admitted,
9 Defendants deny the allegations and conclusory characterizations of Paragraph 94.

10 95. Defendants deny the allegations and conclusory characterizations of Paragraph 95
11 except that Defendants admit that LiveRamp operates an online marketplace called Data
12 Marketplace, where some buyers and sellers transact for licenses to use data segments; that
13 LiveRamp issued the Form 10-K quoted in footnote 80 of the FAC; and that the Form 10-K
14 contains the language quoted in Paragraph 95. Defendants respectfully refer the Court to that
15 document itself for its full context and substance. Defendants deny that Plaintiffs' selective
16 quotations are complete or provide full context and deny Plaintiffs' characterization thereof.
17 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
18 as expressly admitted, Defendants deny the allegations and characterizations of Paragraph 95 and
19 its footnote(s).

20 96. The first sentence of Paragraph 96 purports to quote an article published on
21 LiveRamp's website, cited in footnote 81 of the FAC. Defendants admit that the quoted language
22 appears in that article but respectfully refer the Court to that article itself for its full context and
23 substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full
24 context and deny Plaintiffs' characterization thereof. Defendants admit that LiveRamp publicly
25 lists names of entities that make available data on Data Marketplace in a directory. Defendants
26 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
27 expressly admitted, Defendants deny the allegations and conclusory characterizations of
28 Paragraph 96 and its footnote(s).

1 97. Defendants respond that because LiveRamp acts solely as a data processor for
2 segments on Data Marketplace, sellers are responsible for naming their segments and Defendants
3 lack sufficient knowledge to admit or deny allegations relating to the contents of segments on the
4 Data Marketplace or the data and methods from which they were constructed, and on that basis
5 Defendants deny Paragraph 97. Additionally, as to footnote 83, Defendants deny knowledge or
6 information sufficient to form a belief as to the authenticity or veracity of the spreadsheet cited in
7 the footnote and on that basis denies the same. Defendants affirmatively state that LiveRamp's
8 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
9 allegations and conclusory characterizations of Paragraph 97 and its footnote(s).

10 98. Defendants deny the allegations and conclusory characterizations of the first
11 sentence of Paragraph 98. Defendants deny that all of the segments listed in Paragraph 98 were
12 or are available on the Data Marketplace, and deny Plaintiffs' conclusory and argumentative
13 characterizations of these segments. Defendants affirmatively state that LiveRamp's products
14 and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations
15 and conclusory characterizations of Paragraph 98 and its footnote(s).

16 99. Defendants admit that LiveRamp has a privacy review and approval process for
17 Data Marketplace and that in many cases this process takes 1-2 days. Defendants deny Plaintiffs'
18 characterization of that process and affirmatively state that LiveRamp's products and services are
19 privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory
20 characterizations of Paragraph 99 and its footnote(s).

21 100. Defendants lack knowledge or information about what Plaintiffs find
22 "impossible" and therefore deny the allegations of the first and third sentences of Paragraph 100.
23 Defendants admit that LiveRamp has policies prohibiting certain segments, including those
24 related to reproductive health and rights, pregnancy, and fertility. However, because LiveRamp
25 acts solely as a data processor for segments on Data Marketplace, sellers on the Data
26 Marketplace are responsible for naming their segments and Defendants lack sufficient
27 knowledge to admit or deny allegations relating to the contents of segments on the Data
28 Marketplace, and on that basis deny them. Defendants otherwise deny the allegations of the

1 second sentence of Paragraph 100. As to the third sentence of Paragraph 100, Defendants admit
2 that LiveRamp blurs certain information from its publicly-available technical documentation to
3 protect confidential and commercially sensitive information, but otherwise deny the third
4 sentence of Paragraph 100. Defendants affirmatively state that LiveRamp's products and services
5 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
6 conclusory characterizations of Paragraph 100 and its footnote(s).

7 101. Defendants deny the allegations and conclusory characterizations of the first
8 sentence of Paragraph 101. The second sentence of Paragraph 101 purports to quote the
9 document cited in footnote 90 of the FAC. Defendants admit that the quoted language appears in
10 that document but respectfully refer the Court to that article itself for its full context and
11 substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full
12 context and deny Plaintiffs' characterization thereof. Defendants admit that the current Data
13 Marketplace Policy prohibits segments intended to target "[c]annabis/marijuana (THC, not
14 CBD)." Defendants admit that some segments listed on Data Marketplace include segment
15 names that reference marijuana. Because LiveRamp acts solely as a data processor for segments
16 on Data Marketplace, Defendants lack sufficient knowledge to admit or deny allegations relating
17 to the contents of segments on the Data Marketplace or data sources from which those segments
18 were created and on that basis deny them, including that unspecified segments were created
19 using "offline, PII-based cannabis-and-CBD transaction data." To the extent that the allegations
20 of Paragraph 101 relate to third parties to this action, Defendants deny knowledge or information
21 sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations.
22 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
23 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
24 Paragraph 101 and its footnote(s).

25 102. Defendants deny the allegations and conclusory characterizations of the first
26 sentence of Paragraph 102, except that Defendants admit there are over 160 data sellers on the
27 Data Marketplace. The second sentence of Paragraph 102 purports to quote a document cited in
28 footnote 93 of the FAC. Defendants admit that the quoted language appears in that document but

1 respectfully refer the Court to that document itself for its full context and substance. Defendants
2 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
3 characterization thereof. The third sentence purports to quote a document cited in footnote 94 of
4 the FAC. Defendants admit that the quoted language appears in that document but respectfully
5 refer the Court to that document itself for its full context and substance. Defendants deny that
6 Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
7 characterization thereof. To the extent that the allegations of Paragraph 102 relate to third parties
8 to this action, Defendants deny knowledge or information sufficient to form a belief as to the
9 truth of these allegations and, therefore, deny the allegations. Defendants affirmatively state that
10 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
11 deny the allegations and conclusory characterizations of Paragraph 102 and its footnote(s).

12 103. Paragraph 103 purports to describe the article cited in footnotes 95 and 96 of the
13 FAC. Defendants respectfully refer the Court to that article itself for its full context and
14 substance. Defendants otherwise lack sufficient knowledge to admit or deny the allegations of
15 Paragraph 103 and on that basis deny them. Defendants affirmatively state that LiveRamp's
16 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
17 allegations and conclusory characterizations of Paragraph 103 and its footnote(s).

18 104. Defendants deny the allegations of the first sentence of Paragraph 104. The
19 second, third, and fourth sentences of Paragraph 104 purport to quote the article cited in
20 footnotes 97 and 98 of the FAC. Defendants respectfully refer the Court to that article itself for
21 its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete
22 or provide full context and deny Plaintiffs' characterization thereof, including Plaintiffs'
23 characterization that LiveRamp sells segments on Data Marketplace. Defendants affirmatively
24 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
25 Defendants deny the allegations and conclusory characterizations of Paragraph 104 and its
26 footnote(s).

27 105. Defendants admit that LiveRamp publishes guidance to Data Marketplace sellers
28 on how to comply with LiveRamp's Data Marketplace Data Policy, and that the permalink in

1 footnote 99 of the FAC links to a webpage on LiveRamp’s website that includes some of this
2 guidance. Defendants admit that the cited webpage states, in part: “Descriptions should not
3 contain derogatory or embarrassing statements”; “Derogatory and embarrassing: This segment
4 contains consumers who are barely scraping by and are always borrowing money from friends
5 and family”; and “Not derogatory or embarrassing: This segment contains consumer who
6 are likely to borrow money.” Except as expressly admitted, Defendants deny the allegations and
7 conclusory characterizations in Paragraph 105, including Plaintiffs’ characterization of
8 LiveRamp’s intentions in publishing policy guidance and the intended meaning of the guidance
9 quoted in Paragraph 105. Defendants affirmatively state that LiveRamp’s products and services
10 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
11 conclusory characterizations of Paragraph 105 and its footnote(s).

12 106. The first sentence of Paragraph 106 purports to quote an article published on
13 LiveRamp’s website, cited in footnote 100 of the FAC. Defendants admit the quoted language
14 appears in the cited source, but respectfully refer the Court to that article itself for its full context
15 and substance. Defendants deny that Plaintiffs’ selective quotations are complete or provide full
16 context and deny Plaintiffs’ characterization thereof (including Plaintiffs’ addition of emphasis).
17 Regarding the second sentence, Defendants admit that some segments listed on Data
18 Marketplace include segment names that reference marijuana, but because LiveRamp acts solely
19 as a data processor for segments on Data Marketplace, sellers on the Data Marketplace are
20 responsible for naming their segments and Defendants lack sufficient knowledge to admit or
21 deny allegations relating to the contents of segments on the Data Marketplace and on that basis
22 deny them. Defendants affirmatively state that LiveRamp’s products and services are privacy-
23 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
24 characterizations of Paragraph 106 and its footnote(s).

25 107. Defendants admit that LiveRamp’s current Data Marketplace Data Policy
26 prohibits segments targeting certain health-related topics, including reproductive health and
27 rights, pregnancy, and fertility, sexually transmitted diseases, mental health-related conditions,
28 sexual orientation; conditions predominantly affecting or associated with children and not treated

1 with over-the-counter medicine, information describing any individual's known health or
 2 medical condition(s), including Protected Health Information (PHI), and abortion. The second
 3 sentence of Paragraph 107 purports to quote an article published on LiveRamp's website, cited in
 4 footnote 103 of the FAC. Defendants admit the quoted language appear in the cited source, but
 5 respectfully refer the Court to that article itself for its full context and substance. Defendants
 6 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
 7 characterization thereof. Regarding the third sentence, because LiveRamp acts solely as a data
 8 processor for segments on Data Marketplace, sellers are responsible for naming their segments
 9 and Defendants lack sufficient knowledge to admit or deny allegations relating to the contents of
 10 segments on the Data Marketplace and on that basis deny them. Defendants affirmatively state
 11 that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
 12 Defendants deny the allegations and conclusory characterizations of Paragraph 107 and its
 13 footnote(s).

14 **E. LiveRamp's "Third-Party Attribute Enrichment" Is a Uniquely Invasive and**
 15 **Comprehensive Form of Surveillance.**

16 108. Defendants deny the allegations of Paragraph 108 and footnote 104 of the FAC,
 17 including to the extent Plaintiffs intend to insinuate that LiveRamp changed the name of this
 18 product as a result of Plaintiffs' original Complaint, except that Defendants admit that the
 19 document cited in footnote 104 of the FAC appeared on the LiveRamp website and included the
 20 literal text placed in quotation marks in Paragraph 108. Defendants respectfully refer the Court to
 21 the article itself for the full context and substance of the article. Defendants deny that Plaintiffs'
 22 selective quotations are complete or provide full context and deny Plaintiffs' characterization
 23 thereof—including without limitation the characterizations that LiveRamp connects first-party
 24 data to all the data available on Data Marketplace and that LiveRamp sells "access to all the
 25 information about a particular, identifiable person available on Data Marketplace," neither of
 26 which LiveRamp does. Defendants affirmatively state that LiveRamp's products and services are
 27 privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory
 28 characterizations of Paragraph 108 and its footnote(s).

109. Paragraph 109 purports to describe an article published on LiveRamp's website, cited in footnotes 108 and 109 of the FAC. Defendants admit that the quoted language appears in that article but respectfully refer the Court to that article itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 109 and its footnote(s).

110. Defendants deny the allegations and conclusory characterizations of Paragraph 110.

111. Defendants admit LiveRamp generates revenue from the Data Marketplace through revenue-sharing arrangements with data owners that are monetizing their data assets on Data Marketplace. Defendants admit that LiveRamp generates over \$100 million a year in total revenue from the Data Marketplace platform. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 111 and its footnote(s).

112. Defendants lack knowledge or information sufficient to form a belief as to the truth of Plaintiffs' allegations about their own knowledge/investigation or as to third parties and, on that basis, deny the allegations of the first and second sentences of Paragraph 112. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 112.

F. LiveRamp's Bespoke Data Products Consist of Content of Its Own Creation

113. Defendants deny the allegations and conclusory characterizations of Paragraph 113. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

114. Defendants deny the allegations and conclusory characterizations of Paragraph 114. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

115. Defendants deny the allegations and conclusory characterizations of Paragraph 115. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

116. Defendants deny the allegations and conclusory characterizations of Paragraph 116. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

117. Defendants deny the allegations and conclusory characterizations of Paragraph 117. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

118. Defendants admit that LiveRamp operates Data Marketplace and that LiveRamp has on occasion called aspects of Data Marketplace an "ecosystem." Defendants admit that the quoted language in footnote 113 of the FAC appears in the quoted source, and respectfully refer the Court to the document itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 118 and its footnote(s).

119. Defendants deny the allegations and conclusory characterizations of Paragraph 119. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

120. Paragraph 120 purports to quote an article published on LiveRamp's website, cited in footnote 114 of the FAC. Defendants admit that the quoted language appears in that article but respectfully refer the Court to that article itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 120 and its footnote(s).

121. Defendants deny the allegations and conclusory characterizations of Paragraph 121. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

122. Paragraph 122 purports to quote an article published on LiveRamp's website, cited in footnotes 115 and 116 of the FAC. Defendants admit that the quoted language appears in that article but respectfully refer the Court to that article itself for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof. Defendants affirmatively state that LiveRamp's

1 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
2 allegations and conclusory characterizations of Paragraph 122 and its footnote(s).

3 123. Defendants deny the allegations and conclusory characterizations of Paragraph
4 123, except that Defendants admit that LiveRamp bills certain clients for certain services and
5 participates in data distribution at the direction of Data Marketplace buyers and sellers.
6 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
7 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
8 Paragraph 123 and its footnote(s).

9 124. Defendants deny the allegations and conclusory characterizations of Paragraph
10 124. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

11 125. Defendants deny the allegations and conclusory characterizations of Paragraph
12 125, except that Defendants admit that LiveRamp issued the Form 10-K quoted in footnote 118
13 of the FAC and that the Form 10-K contains the language quoted in Paragraph 125. Defendants
14 respectfully refer the Court to that document itself for its full context and substance. Defendants
15 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
16 characterization thereof (including Plaintiffs' addition of emphasis). Defendants affirmatively
17 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
18 Defendants deny the allegations of Paragraph 125 and its footnote(s).

19 126. Defendants deny the allegations of the first and second sentences of Paragraph
20 126. Defendants admit that LiveRamp offers a product called "Advertiser Direct Solution,"
21 which provides content-neutral tools to allow advertisers to activate data segments on various
22 advertising platforms and that this product is billed directly by LiveRamp pursuant to a separate
23 agreement. Defendants further admit that, with the exception of the term "Twitter," the language
24 quoted in the third, fourth, and fifth sentences of Paragraph 126 appears in the article published
25 on LiveRamp's website and cited in footnotes 119, 120, and 121 of the FAC. Defendants
26 respectfully refer the Court to that document itself for its full context and substance. Defendants
27 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
28 characterization of the thereof (including Plaintiffs' use of the phrase "For example").

1 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
2 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
3 Paragraph 126 and its footnote(s).

4 127. Defendants deny the allegations and conclusory characterizations of Paragraph
5 127. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

6 128. Defendants deny the allegations of the first sentence of Paragraph 128. The
7 second and third sentences of Paragraph 128 purport to quote an article published on
8 LiveRamp's website, cited in footnote 122 of the FAC. The fourth and fifth sentences of
9 Paragraph 128 purport to quote a YouTube video, cited in footnotes 123 and 124 of the FAC.
10 Defendants admit that the quoted language appears in the cited sources, but respectfully refer the
11 Court to those sources themselves for their full context and substance. Defendants deny that
12 Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
13 characterization thereof. Defendants affirmatively state that LiveRamp's products and services
14 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
15 conclusory characterizations of Paragraph 128 and its footnote(s).

16 129. Defendants deny the allegations of the first sentence of Paragraph 129.
17 Defendants admit that Oracle halted its ad tech and data brokering business in late 2024 and that
18 this occurred after Oracle settled a lawsuit alleging privacy violations against Oracle. Defendants
19 lack sufficient knowledge to admit or deny the allegations of the third sentence of Paragraph 129
20 and footnote 126 of the FAC, which relate to the business offerings of another entity, and for that
21 reason deny the allegations, except that Defendants admit the quoted language in footnote 126 of
22 the FAC appears in the quoted source, and respectfully refer the Court to the source itself for its
23 full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or
24 provide full context and deny Plaintiffs' characterization thereof. The fourth and fifth sentences
25 purport to quote from an article published on LiveRamp's website, cited in footnotes 127 and
26 128 of the FAC. Defendants admit that the quoted language appears in the cited article, but
27 respectfully refer the Court to the article itself for its full context and substance. Defendants deny
28 that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'

1 characterization thereof, including the implied assertions that LiveRamp creates content sold on
 2 Data Marketplace or that LiveRamp's offerings or services are identical to Oracle's. Defendants
 3 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
 4 expressly admitted, Defendants deny the allegations and conclusory characterizations of
 5 Paragraph 129 and its footnote(s).

6 130. Defendants deny the allegations and conclusory characterizations of Paragraph
 7 130, except that Defendants admit the quoted language appears in the article published on
 8 LiveRamp's website, cited in footnotes 129 and 130 of the FAC. Defendants respectfully refer
 9 the Court to the article itself for its full context and substance. Defendants deny that Plaintiffs'
 10 selective quotations are complete or provide full context and deny Plaintiffs' characterization
 11 thereof, including the characterization that LiveRamp creates content sold on Data Marketplace.
 12 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
 13 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
 14 Paragraph 130 and its footnote(s).

15 131. Defendants deny the allegations and conclusory characterizations of Paragraph
 16 131, except that Defendants admit the quoted language appears in the article published on
 17 LiveRamp's website, cited in footnote 131 of the FAC. Defendants respectfully refer the Court to
 18 the article itself for its full context and substance. Defendants deny that Plaintiffs' selective
 19 quotations are complete or provide full context and deny Plaintiffs' characterization thereof,
 20 including the characterization that LiveRamp creates content sold on Data Marketplace.
 21 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
 22 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
 23 Paragraph 131 and its footnote(s).

24 **G. LiveRamp's Practices are Recognized as Highly Offensive and Threats to**
 25 **Individual Privacy.**

26 132. The first, eighth, and ninth sentences of Paragraph 132 are improperly
 27 argumentative (including referring to RapLeaf as "notoriously privacy-invasive company" and
 28 engaged in "privacy invasive" and "'creepy' practices") and Defendants therefore deny the

1 allegations of those sentences. The ninth sentence also contains legal conclusions to which no
2 response is required. Defendants lack sufficient knowledge to admit or deny the allegations in
3 the second, third, fourth, fifth, and sixth sentences, as they relate to entities other than LiveRamp,
4 and thus deny them on that basis. The fourth sentence and footnote 135 of the FAC purport to
5 quote from three articles, cited in footnotes 133 and 135 of the FAC. Defendants admit that the
6 quotes appear in the quoted sources and respectfully refer the Court to the articles themselves
7 itself for their full context and substance. Defendants deny that Plaintiffs' selective quotations
8 are complete or provide full context and deny Plaintiffs' characterization thereof. With respect to
9 the seventh sentence, Defendants admit that RapLeaf created a data onboarding division named
10 LiveRamp in 2011 and that the division was acquired by Acxiom in 2014. Defendants
11 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
12 expressly admitted, Defendants deny the allegations and conclusory characterizations of
13 Paragraph 132 and its footnote(s).

14 133. Defendants deny the first sentence of Paragraph 133. Defendants admit LiveRamp
15 was privately held when it was acquired by Acxiom in 2014 for approximately \$310 million.
16 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
17 of Paragraph 133 and its footnote(s).

18 134. Defendants lack sufficient knowledge to admit or deny the allegations and
19 conclusory characterizations of Paragraph 134 as they relate to entities other than Defendants
20 and on that basis deny them. Defendants affirmatively state that LiveRamp's products and
21 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
22 conclusory characterizations of Paragraph 134 and its footnote(s).

23 135. Defendants admit that in 2018, Acxiom reorganized into two business units,
24 LiveRamp and Acxiom Marketing Solutions. Defendants admit LiveRamp received Acxiom's
25 identity assets, including IdentityLink, AbiliTecID, and Acxiom's TV integrations. Defendants
26 admit that RampID is the new term for IdentityLink. Paragraph 135 purports to quote from a
27 document published on LiveRamp's website and cited in footnote 143 of the FAC. Defendants
28 admit that the quote appears in the quoted source and respectfully refer the Court to the

1 document itself for its full context and substance. Defendants deny that Plaintiffs' selective
2 quotations are complete or provide full context and deny Plaintiffs' characterization thereof. To
3 the extent that the allegations of Paragraph 135 relate to third parties to this action, Defendants
4 deny knowledge or information sufficient to form a belief as to the truth of these allegations and,
5 therefore, deny the allegations. Except as expressly admitted, Defendants deny the allegations
6 and conclusory characterizations of Paragraph 135 and its footnote(s).

7 136. Defendants admit that, when Acxiom reorganized into two business units in 2018,
8 Acxiom Marketing Solutions (AMS) took on the company's remaining "Audience Solutions"
9 lines of business for data and data services and the company's marketing services. Defendants
10 admit Acxiom sold AMS to the Interpublic Group of Companies., Inc. in 2018. Defendants lack
11 sufficient knowledge to admit or deny the allegations of Paragraph 136 about the Interpublic
12 Group of Companies Inc. and on that basis deny them. Except as expressly admitted, Defendants
13 deny the allegations and conclusory characterizations of Paragraph 136 and its footnote(s)
14 (including the allegation that Acxiom was facing intensified regulatory scrutiny).

15 137. Paragraph 137 purports to quote an article, cited in footnotes 147 and 148 of the
16 FAC. Defendants admit that the quoted language appears in that article but respectfully refer the
17 Court to that article itself for its full context and substance. Defendants deny that Plaintiffs'
18 selective quotations are complete or provide full context and deny Plaintiffs' characterization
19 thereof. Defendants affirmatively state that LiveRamp's products and services are privacy-
20 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
21 characterizations of Paragraph 137 and its footnote(s).

22 138. Defendants lack sufficient knowledge of the source(s) cited in the first sentence of
23 Paragraph 138, which purports to quote the comments of then-FTC Commission Chairwoman
24 Edith Ramirez, to admit or deny those allegations and on that basis Defendants deny them. The
25 remaining allegations of the first sentence purport to describe the subjective mental states of
26 unidentified third parties, which is a topic on which Defendants lack sufficient knowledge and
27 facts to admit or deny, and on that basis Defendants deny those allegations. Defendants
28 affirmatively state that LiveRamp's products and services are privacy-centric. Except as

1 expressly admitted, Defendants deny the allegations and conclusory characterizations of
2 Paragraph 138 and its footnote(s).

3 139. Defendants lack sufficient knowledge to admit or deny the allegations of the first
4 sentence of Paragraph 139, which purports to describe the subjective mental states of
5 unidentified third parties, and on that basis deny those allegations. The remainder of Paragraph
6 139 purports to describe an article, cited in footnotes 150, 151, and 152 of the FAC. Defendants
7 admit that the quoted language appears in that article but respectfully refer the Court to that
8 article itself for its full context and substance. Defendants deny that Plaintiffs' selective
9 quotations are complete or provide full context and deny Plaintiffs' characterization thereof.
10 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
11 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
12 Paragraph 139 and its footnote(s).

13 140. Paragraph 140 purports to quote from an article, cited in footnote 153 of the FAC.
14 Defendants admit that the quoted language appears in that article but respectfully refer the Court
15 to that article itself for its full context and substance. Defendants deny that Plaintiffs' selective
16 quotations are complete or provide full context and deny Plaintiffs' characterization thereof.
17 Defendants deny that the quoted source accurately or completely characterizes the relevant
18 conduct, including the characterization that LiveRamp's products can be used for law
19 enforcement purposes. Defendants affirmatively state that LiveRamp's products and services are
20 privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory
21 characterizations of Paragraph 140 and its footnote(s).

22 141. Defendants admit that two individual writers for Slate.com wrote an article
23 entitled the "Evil List" purporting to list companies that the authors viewed as the most evil and
24 that the article contains the quoted language. The list included Disney, IBM, Airbnb, Verizon,
25 Tesla, Apple, Uber, Amazon, and Alphabet (among others). Defendants deny that the quoted
26 source accurately or completely characterizes the relevant conduct, and expressly deny any
27 suggestion in the quoted source that LiveRamp's routine commercial conduct is somehow "evil"
28 or harmful. Defendants affirmatively state that LiveRamp's products and services are privacy-

1 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
2 characterizations of Paragraph 141 and its footnote(s).

3 142. Paragraph 142 purports to quote from an article, cited in footnotes 155 of the
4 FAC. Defendants admit that the quoted language appears in that article but respectfully refer the
5 Court to that article itself for its full context and substance. Defendants deny that Plaintiffs'
6 selective quotations are complete or provide full context and deny Plaintiffs' characterization
7 thereof. Defendants deny that the quoted source accurately or completely characterizes the
8 relevant conduct, including the characterization that LiveRamp constructs a "profile" about an
9 individual's "viability as a consumer." Defendants affirmatively state that LiveRamp's products
10 and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations
11 and conclusory characterizations of Paragraph 142 and its footnote(s).

12 143. Defendants admit that LiveRamp offers, and markets itself as offering, privacy-
13 first, cookieless advertising solutions. To the extent that the allegations of the first sentence of
14 Paragraph 143 relate to third parties to this action, Defendants deny knowledge or information
15 sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations.
16 The second, third, and fourth sentences of Paragraph 143 purport to describe an article, cited in
17 footnotes 156, 157, and 158 of the FAC. Defendants admit that the quoted language appears in
18 that article but respectfully refer the Court to that article itself for its full context and substance.
19 Defendants deny that Plaintiffs' selective quotations are complete or provide full context and
20 deny Plaintiffs' characterization thereof. Defendants deny that the quoted source accurately or
21 completely characterizes the relevant conduct, including the characterizations that LiveRamp's
22 products "create persistent, identifiable connections." To the extent that the allegations of
23 Paragraph 142 relate to third parties to this action, Defendants deny knowledge or information
24 sufficient to form a belief as to the truth of these allegations and, therefore, deny the allegations.
25 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
26 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
27 Paragraph 143 and its footnote(s).

1 144. Defendants deny the first and sixth sentences of Paragraph 144. The second, third,
2 fourth, and fifth sentences purport to describe an article, cited in footnotes 159, 160, 161, and
3 162 of the FAC. Defendants admit that the quoted language appears in that article but
4 respectfully refer the Court to that article itself for its full context and substance. Defendants
5 deny that Plaintiffs’ selective quotations are complete or provide full context and deny Plaintiffs’
6 characterization thereof. Further, Defendants affirmatively state that individuals have numerous
7 options to opt out of the processing and sale of personal information (including services that will
8 submit these requests on behalf of the individual) and that, since at least 2018, tools such as
9 browser extensions and plug-ins to modify how or to what extent information is collected and
10 processed have been widely available. Defendants further affirmatively state that under the
11 California and Oregon Consumer Privacy Acts, like those of many other states, consumers have
12 the right to opt-out (or opt-in, depending on the law and applicable data category) to the
13 processing and sale of their personally identifiable information and, in accordance with the laws,
14 LiveRamp provides mechanisms for consumers to exercise those rights. Defendants
15 affirmatively state that LiveRamp’s products and services are privacy-centric. Except as
16 expressly admitted, Defendants deny the allegations and conclusory characterizations of
17 Paragraph 144 and its footnote(s).

18 145. Defendants deny the allegations and conclusory characterizations of Paragraph
19 145, except that Defendants admit that the California Privacy Protection Agency published a
20 Final Statement of Reasons associated with regulations in Title 11 of the California Code of
21 Regulations—regulations that Defendants are not alleged to have violated—and that the Final
22 Statement of Reasons includes the language that appears in quotes in Paragraph 145 and footnote
23 163 of the FAC. Defendants respectfully refer the Court to the Final Statement of Reasons itself
24 for its full context and substance. Defendants deny that Plaintiffs’ selective quotations are
25 complete or provide full context and deny Plaintiffs’ characterization thereof. Except as
26 expressly admitted, Defendants deny the allegations and conclusory characterizations of
27 Paragraph 145 and footnote 163 of the FAC, including the characterization that the California
28 Privacy Protection Agency “singled out LiveRamp’s data collection and identity resolution

1 practices as particularly expansive.” Defendants affirmatively state that LiveRamp’s products
2 and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations
3 of Paragraph 145 and its footnote(s).

4 146. Defendants lack sufficient knowledge of the source(s) cited in Paragraph 146,
5 which purports to quote a complaint the FTC filed against Avast in 2024, to admit or deny those
6 allegations and on that basis Defendants deny them. Defendants further lack sufficient
7 knowledge to admit or deny the accuracy of the allegations regarding Avast’s business practices
8 and on that basis deny those allegations. Defendants affirmatively state that LiveRamp’s
9 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
10 allegations and conclusory characterizations of Paragraph 146.

11 147. Defendants lack sufficient knowledge to admit or deny the accuracy of the FTC’s
12 allegations regarding Avast’s business practices and on that basis deny Paragraph 147.
13 Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except
14 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
15 Paragraph 147 and its footnote(s).

16 148. Defendants deny the allegations of the first sentence of Paragraph 148. The
17 remaining allegations of Paragraph 148 purport to quote statements by an entity called Open
18 Rights Group. Defendants admit that Open Rights Group submitted complaints about
19 LiveRamp’s practices to the UK Information Commissioner’s Office (“ICO”) and the French
20 Commission Nationale de l’informatique et des Libertés (“CNIL”). Defendants admit that the
21 quoted language appears in articles cited in footnotes 165, 166, and 167 of the FAC, but
22 respectfully refer the Court to those articles themselves for their full context and substance.
23 Defendants deny that Plaintiffs’ selective quotations are complete or provide full context and
24 deny Plaintiffs’ characterization thereof. Defendants deny that the quoted source accurately or
25 completely characterizes LiveRamp’s business, including that LiveRamp’s practices are “more
26 intrusive and pervasive than previous adtech technologies” and that its technologies are
27 “dangerous.” Defendants affirmatively state that LiveRamp’s products and services are privacy-
28

1 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
2 characterizations of Paragraph 148 and its footnote(s).

3 **H. Effective Consent to LiveRamp's Practices is Impossible.**

4 149. Paragraph 149 contains one or more legal conclusions to which no response is
5 required. To the extent any response is required, Defendants deny the argumentative, vague, and
6 conclusory allegations and characterizations of Paragraph 149. Defendants affirmatively state
7 that individuals have numerous options to opt out of the processing and sale of personal
8 information (including services that will submit these requests on behalf of the individual) and
9 that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what
10 extent information is collected and processed have been widely available. Defendants further
11 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of
12 many other states, consumers have the right to opt-out (or opt-in, depending on the law and
13 applicable data category) to the processing and sale of their personally identifiable information
14 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
15 those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-
16 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
17 characterizations of Paragraph 149.

18 150. Defendants deny the argumentative, vague, and conclusory allegations and
19 characterizations of Paragraph 150. Further, Defendants affirmatively state that individuals have
20 numerous options to opt out of the processing and sale of personal information (including
21 services that will submit these requests on behalf of the individual) and that, since at least 2018,
22 tools such as browser extensions and plug-ins to modify how or to what extent information is
23 collected and processed have been widely available. Defendants further affirmatively state that
24 under the California and Oregon Consumer Privacy Acts, like those of many other
25 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data
26 category) to the processing and sale of their personally identifiable information and, in
27 accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those
28 rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

1 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
2 of Paragraph 150.

3 151. Defendants deny the argumentative, vague, and conclusory allegations and
4 characterizations in the first and third sentence of Paragraph 151. With respect to the second
5 sentence, Defendants admit that in many cases LiveRamp does not have a direct relationship
6 with consumers as defined by Cal. Civ. Code § 1798.99.80, but state that LiveRamp's customers
7 and partners have such relationships and that users of the internet consent to LiveRamp's
8 practices in a many different ways and that, in light of the ubiquity of privacy policies disclosing
9 the collection and sale of data (among other sources), reasonable users of the internet cannot
10 reasonably claim not to have been aware of and have consented to LiveRamp's practices.
11 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
12 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
13 Paragraph 151.

14 152. Paragraph 152 contains one or more legal conclusions as to which no response is
15 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
16 vague, and conclusory allegations and characterizations of Paragraph 152 and specifically deny
17 that LiveRamp creates "comprehensive identity profiles" or engages in "surveillance".
18 Defendants affirmatively state that individuals have numerous options to opt out of the
19 processing and sale of personal information (including services that will submit these requests on
20 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
21 ins to modify how or to what extent information is collected and processed have been widely
22 available. Defendants further affirmatively state that under the California and Oregon Consumer
23 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
24 depending on the law and applicable data category) to the processing and sale of their personally
25 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
26 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
27 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
28 conclusory characterizations of Paragraph 152.

1 153. Defendants deny the argumentative, vague, and conclusory allegations and
2 characterizations of the first sentence of Paragraph 153. The second sentence of Paragraph 153
3 purports to quote the Findings and Declarations of the California Privacy Rights Act (CPRA).
4 Defendants admit that the quoted language appears in document cited in footnote 168 of the
5 FAC, but respectfully refer the Court to that document itself for its full context and substance.
6 Defendants deny that Plaintiffs' selective quotations are complete or provide full context and
7 deny Plaintiffs' characterization thereof. With respect to the third sentence of Paragraph 153,
8 Defendants admit that in many cases LiveRamp does not have a direct relationship with
9 consumers as defined by Cal. Civ. Code § 1798.99.80, but state that LiveRamp's customers and
10 partners have such relationships and that users of the internet consent to LiveRamp's practices in
11 a many different ways and that, in light of the ubiquity of privacy policies disclosing the
12 collection and sale of data (among other sources), reasonable users of the internet cannot
13 reasonably claim not to have been aware of and have consented to LiveRamp's practices.
14 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
15 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
16 Paragraph 153 and its footnote(s).

17 154. Paragraph 154 contains one or more legal conclusions as to which no response is
18 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
19 vague, and conclusory allegations and characterizations of Paragraph 154. Defendants
20 affirmatively state that individuals have numerous options to opt out of the processing and sale
21 of personal information (including services that will submit these requests on behalf of the
22 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
23 how or to what extent information is collected and processed have been widely available.
24 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
25 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
26 on the law and applicable data category) to the processing and sale of their personally
27 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
28 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and

1 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
2 conclusory characterizations of Paragraph 154.

3 155. Paragraph 155 contains one or more legal conclusions as to which no response is
4 required. To the extent a response is deemed necessary, Defendants deny the allegations and
5 characterizations of the first sentence of Paragraph 155. With respect to the second sentence of
6 Paragraph 155, Defendants admit that there are circumstances in which LiveRamp obtains
7 information related to individuals without having directly asked those individuals for consent but
8 deny that those individuals did not in fact consent to LiveRamp's receipt of the information.
9 LiveRamp otherwise deny the allegations in sentence two. With respect to sentences three
10 through six of Paragraph 155, Defendants admit that in many cases LiveRamp does not have a
11 direct relationship with consumers as defined by Cal. Civ. Code § 1798.99.80, but state that
12 LiveRamp's customers and partners have such relationships and that users of the internet consent
13 to LiveRamp's practices in a many different ways and that, in light of the ubiquity of privacy
14 policies disclosing the collection and sale of data (among other sources), reasonable users of the
15 internet cannot reasonably claim not to have been aware of and have consented to LiveRamp's
16 practices. Defendants affirmatively state that individuals have numerous options to opt out of the
17 processing and sale of personal information (including services that will submit these requests on
18 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
19 ins to modify how or to what extent information is collected and processed have been widely
20 available. Defendants further affirmatively state that under the California and Oregon Consumer
21 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
22 depending on the law and applicable data category) to the processing and sale of their personally
23 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
24 consumers to exercise those rights. Defendants further admit that LiveRamp, Inc. is registered as
25 a data broker in California and that the quoted language in the third sentence appears in Cal. Civ.
26 Code § 1798.99.80, but otherwise deny the allegations of the third sentence of Paragraph 155.
27 Except as expressly admitted above, Defendants lack sufficient knowledge to admit or deny the
28 allegations of the fifth and sixth sentences of Paragraph 155 and on that basis deny them.

1 Defendants affirmatively state that LiveRamp’s products and services are privacy-centric. Except
2 as expressly admitted, Defendants deny the argumentative, vague, and conclusory allegations
3 and characterizations of Paragraph 155.

4 156. Paragraph 156 contains one or more legal conclusions as to which no response is
5 required. To the extent a response is deemed necessary, Defendants deny the first sentence of
6 Paragraph 156. Defendants admit that LiveRamp publishes privacy policies on its website—
7 along with other policies, notices, and disclosures not referenced in Paragraph 156—but
8 otherwise deny the allegations and characterizations in the second sentence of Paragraph 156.
9 Defendants deny the third sentence of Paragraph 156. With respect to the fourth sentence of
10 Paragraph 156, Defendants admit that the privacy policy document cited in footnote 169 of the
11 FAC does not include the precise term “Data Marketplace,” but otherwise deny the allegation
12 that it does not have published data policies or other disclosures relevant to the Data
13 Marketplace. Defendants deny the remaining argumentative, vague, and conclusory allegations
14 and characterizations of Paragraph 156, including the allegation that LiveRamp engages in
15 “pervasive identity surveillance.” Defendants affirmatively state that individuals have numerous
16 options to opt out of the processing and sale of personal information (including services that will
17 submit these requests on behalf of the individual) and that, since at least 2018, tools such as
18 browser extensions and plug-ins to modify how or to what extent information is collected and
19 processed have been widely available. Defendants further affirmatively state that under the
20 California and Oregon Consumer Privacy Acts, like those of many other states, consumers have
21 the right to opt-out (or opt-in, depending on the law and applicable data category) to the
22 processing and sale of their personally identifiable information and, in accordance with the laws,
23 LiveRamp provides mechanisms for consumers to exercise those rights. Defendants
24 affirmatively state that LiveRamp’s products and services are privacy-centric. Except as
25 expressly admitted, Defendants deny the allegations and conclusory characterizations of
26 Paragraph 156 and its footnote(s).

27 157. Defendants deny the argumentative, vague, and conclusory allegations and
28 characterizations of the first and fourth sentences of Paragraph 157. As to the second sentence,

1 Defendants admit that that there are many websites that have privacy policies (or terms and
2 conditions) that inform consumers that these websites track consumer behavior and share
3 information about that behavior with third-parties for the purposes of ad delivery (among other
4 purposes). These policies / terms and conditions plainly put consumers on notice that their
5 interactions on the internet are not private. Defendants specifically deny the words “barrage” and
6 “purported,” which are argumentative. The third sentence purports to summarize findings of a
7 study published some 17 years ago. Defendants deny Plaintiffs’ characterization of these
8 findings and lack information sufficient to form a belief as to the validity of these findings and
9 on that basis deny the allegations of the third sentence. Defendants affirmatively state that
10 LiveRamp’s products and services are privacy-centric. Except as expressly admitted, Defendants
11 deny the allegations and conclusory characterizations of Paragraph 157 and its footnote(s).

12 158. Paragraph 158 contains one or more legal conclusions as to which no response is
13 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
14 vague, and conclusory allegations in the first sentence of Paragraph 158. Defendants lack
15 knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations
16 about what happens on unidentified websites referenced in Paragraph 158 and on that basis deny
17 the allegations of the second sentence of Paragraph 158. Defendants deny the allegations in the
18 third sentence of Paragraph 158, including the allegation that LiveRamp assembles
19 “comprehensive data profiles” based on “behavior tracking.” Defendants affirmatively state that
20 individuals have numerous options to opt out of the processing and sale of personal information
21 (including services that will submit these requests on behalf of the individual) and that, since at
22 least 2018, tools such as browser extensions and plug-ins to modify how or to what extent
23 information is collected and processed have been widely available. Defendants further
24 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of
25 many other states, consumers have the right to opt-out (or opt-in, depending on the law and
26 applicable data category) to the processing and sale of their personally identifiable information
27 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
28 those rights. Defendants affirmatively state that LiveRamp’s products and services are privacy-

1 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
2 characterizations of Paragraph 158 and its footnote(s).

3 159. Paragraph 159 contains one or more legal conclusions as to which no response is
4 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
5 vague, and conclusory allegations and characterizations Paragraph 159, including the allegation
6 that LiveRamp engages in “surveillance” and creates “comprehensive identity profiles.”
7 Defendants affirmatively state that individuals have numerous options to opt out of the
8 processing and sale of personal information (including services that will submit these requests on
9 behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-
10 ins to modify how or to what extent information is collected and processed have been widely
11 available. Defendants further affirmatively state that under the California and Oregon Consumer
12 Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in,
13 depending on the law and applicable data category) to the processing and sale of their personally
14 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
15 consumers to exercise those rights. Defendants affirmatively state that LiveRamp’s products and
16 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
17 conclusory characterizations of Paragraph 159.

18 160. Paragraph 160 contains one or more legal conclusions as to which no response is
19 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
20 vague, and conclusory allegations and characterizations of Paragraph 160. Defendants
21 affirmatively state that individuals have numerous options to opt out of the processing and sale
22 of personal information (including services that will submit these requests on behalf of the
23 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
24 how or to what extent information is collected and processed have been widely available.
25 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
26 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
27 on the law and applicable data category) to the processing and sale of their personally
28 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for

1 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
2 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
3 conclusory characterizations of Paragraph 160.

4 161. Defendants deny the argumentative, vague, and conclusory allegations and
5 characterizations of Paragraph 161. Defendants affirmatively state that LiveRamp's products and
6 services are privacy-centric.

7 162. Paragraph 162 contains one or more legal conclusions as to which no response is
8 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
9 vague, and conclusory allegations and characterizations of Paragraph 162. Defendants
10 affirmatively state that individuals have numerous options to opt out of the processing and sale
11 of personal information (including services that will submit these requests on behalf of the
12 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
13 how or to what extent information is collected and processed have been widely available.
14 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
15 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
16 on the law and applicable data category) to the processing and sale of their personally
17 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
18 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
19 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
20 conclusory characterizations of Paragraph 162.

21 163. Defendants deny the argumentative, vague, and conclusory allegations and
22 characterizations of Paragraph 163. Defendants affirmatively state that individuals have
23 numerous options to opt out of the processing and sale of personal information (including
24 services that will submit these requests on behalf of the individual) and that, since at least 2018,
25 tools such as browser extensions and plug-ins to modify how or to what extent information is
26 collected and processed have been widely available. Defendants further affirmatively state that
27 under the California and Oregon Consumer Privacy Acts, like those of many other
28 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data

category) to the processing and sale of their personally identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 163.

VIII. CLASS ALLEGATIONS

164. Paragraph 164 purports to contain Plaintiffs' putative class definitions to which no response is required. To the extent any response is necessary, Defendants deny the allegations of Paragraph 164.

165. Paragraph 165 purports to contain Plaintiffs' putative class definitions to which no response is required. To the extent any response is necessary, Defendants deny the allegations of Paragraph 165.

166. Paragraph 166 purports to contain Plaintiffs' reservation of rights regarding putative class definitions to which no response is required. To the extent any response is necessary, Defendants deny the allegations of Paragraph 166.

167. Paragraph 167 contains one or more legal conclusions to which no response is required. To the extent any response is required, Defendants deny the allegations and conclusory characterizations of Paragraph 167.

IX. CAUSES OF ACTION

First Cause of Action Invasion of Privacy Under the California Constitution (on behalf of the California Sub-Class)

168. Defendants reincorporate by reference all responses previously made herein.

169. Paragraph 169 contains statements of law to which no response is required. To the extent any response is required, Defendants admit that Article I, section 1 of the California Constitution includes the language that is quoted in the first two sentences of Paragraph 169 and respectfully refer the Court to that provision for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof, including Plaintiffs' inclusion of italics. As to the third sentence of

1 Paragraph 169, Defendants admit that the phrase “and privacy” was added in 1972 and adopted
2 by California voters. Except as expressly admitted, Defendants deny the allegations and
3 characterizations of Paragraph 169.

4 170. Paragraph 170 contains statements of law and legal conclusions to which no
5 response is required. To the extent any response is required, Defendants admit that in 1972
6 California voters approved a legislatively referred constitutional amendment designated as
7 Proposition 11 which amended Article I, Section 1 of the California Constitution. Defendants
8 admit that the language quoted in Paragraph 170 appears in the ballot argument document that is
9 cited in footnote 172 of the FAC and respectfully refer the Court to the document itself for its
10 full context and substance. Defendants deny that Plaintiffs’ selective quotations are complete or
11 provide full context and deny Plaintiffs’ characterization thereof. Except as expressly admitted,
12 Defendants deny the allegations of Paragraph 170 and its footnote(s).

13 171. Paragraph 171 contains legal conclusions to which no response is required. To the
14 extent any response is required, Defendants deny the allegations and conclusory
15 characterizations of Paragraph 171, except that Defendants admit the language quoted in the
16 second sentence of Paragraph 171 appears in the document cited in footnote 173 of the FAC and
17 respectfully refer the Court to the document itself for its full context and substance. Defendants
18 deny that Plaintiffs’ selective quotations are complete or provide full context and deny Plaintiffs’
19 characterization thereof. Defendants affirmatively state that LiveRamp’s products and services
20 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
21 conclusory characterizations of Paragraph 171 and its footnote(s) and expressly deny that
22 LiveRamp contravenes the California Constitution, misuses information, and creates cradle-to-
23 grave profiles of members of the putative class.

24 172. Paragraph 172 includes one or more legal conclusions as to which no response is
25 required. To the extent a response is deemed necessary, Defendants admit that in certain
26 contexts, Plaintiffs and members of the California Sub-Class have a reasonable expectation of
27 privacy in regard to some of the conduct they engage in, but deny that Defendants have in any
28 way violated Plaintiffs’ (or the absent class members’) privacy rights. Defendants affirmatively

1 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
2 Defendants deny the argumentative, vague, and conclusory allegations and characterizations of
3 Paragraph 172.

4 173. Paragraph 173 contains legal conclusions to which no response is required. To the
5 extent any response is required, Defendants deny the allegations and conclusory
6 characterizations of Paragraph 173. Defendants affirmatively state that LiveRamp's products and
7 services are privacy-centric.

8 174. Paragraph 174 contains one or more legal conclusions to which no response is
9 required. To the extent any response is required, Defendants deny the allegations of the first,
10 second, and fourth sentences Paragraph 174. Defendants admit that LiveRamp has offline,
11 online, and other pseudonymized information (such as names, postal addresses, phone numbers,
12 email addresses, cookies, and mobile device IDs) stored separately in its offline and online that
13 could be related to Plaintiff Riganian and the putative California Sub-Class members, but
14 otherwise deny the allegations of the third sentence of Paragraph 174. Defendants affirmatively
15 state that LiveRamp's products and services are privacy-centric. Except as expressly admitted,
16 Defendants deny the allegations and conclusory characterizations of Paragraph 174.

17 175. Defendants deny the argumentative, vague, and conclusory allegations and
18 characterizations of Paragraph 175. Defendants affirmatively state that LiveRamp's products and
19 services are privacy-centric.

20 176. Paragraph 176 contains one or more legal conclusions to which no response is
21 required. To the extent any response is required, Defendants deny the argumentative, vague, and
22 conclusory allegations and characterizations of Paragraph 176. Defendants affirmatively state
23 that individuals have numerous options to opt out of the processing and sale of personal
24 information (including services that will submit these requests on behalf of the individual) and
25 that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what
26 extent information is collected and processed have been widely available. Defendants further
27 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of
28 many other states, consumers have the right to opt-out (or opt-in, depending on the law and

1 applicable data category) to the processing and sale of their personally identifiable information
2 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
3 those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-
4 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
5 characterizations of Paragraph 176.

6 177. Defendants deny the allegations and conclusory characterizations of Paragraph
7 177. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

8 178. Defendants admit that a handful of individuals have raised questions about
9 purported LiveRamp practices, typically in a manner that betrays an incomplete or inaccurate
10 understanding of what those practices actually entail. Defendants admit that a handful of
11 individuals have raised questions about purported LiveRamp practices, typically in a manner that
12 betrays an incomplete or inaccurate understanding of what those practices actually entail.
13 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
14 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
15 Paragraph 178 (including the implicit claim that Plaintiffs have accurately described LiveRamp's
16 business).

17 179. Defendants deny the first sentence of Paragraph 179. As to the second sentence,
18 Defendants admit that the language quoted in the FAC appears in the document cited in footnote
19 174 of the FAC which purports to be a letter signed by Senator Ron Wyden. The letter does not
20 reference LiveRamp but instead concerns the sale of personal data by credit agencies.
21 Defendants admit that the language quoted in the third sentence of Paragraph 179 appears in the
22 document cited in footnote 175 of the FAC which purports to be a blog post on the website for
23 the Federal Trade Commission. The blog post does not reference LiveRamp. Defendants
24 respectfully refer the Court to the letter and blog post for the full context and substance of those
25 materials. Defendants deny that Plaintiffs' selective quotations are complete or provide full
26 context and deny Plaintiffs' characterization thereof. Except as expressly admitted, Defendants
27 deny the allegations and conclusory characterizations of Paragraph 179. Defendants
28 affirmatively state that LiveRamp's products and services are privacy-centric and its footnote(s).

1 180. Paragraph 180 contains legal conclusions as to which no response is necessary.
2 To the extent a response is deemed necessary, Defendants deny the allegations and conclusory
3 characterizations of Paragraph 180. Defendants affirmatively state that LiveRamp's products and
4 services are privacy-centric.

5 181. Paragraph 181 contains legal conclusions as to which no response is necessary.
6 To the extent a response is deemed necessary, Defendants deny the allegations and conclusory
7 characterizations of Paragraph 181. Defendants affirmatively state that LiveRamp's products and
8 services are privacy-centric.

9 182. Paragraph 182 contains legal conclusions as to which no response is necessary.
10 To the extent a response is deemed necessary, Defendants deny the allegations and conclusory
11 characterizations of Paragraph 182. Defendants affirmatively state that LiveRamp's products and
12 services are privacy-centric.

13 183. Paragraph 183 contains legal conclusions to which no response is required. To the
14 extent any response is necessary, Defendants deny the allegations and conclusory
15 characterizations of Paragraph 183. Defendants affirmatively state that individuals have
16 numerous options to opt out of the processing and sale of personal information (including
17 services that will submit these requests on behalf of the individual) and that, since at least 2018,
18 tools such as browser extensions and plug-ins to modify how or to what extent information is
19 collected and processed have been widely available. Defendants further affirmatively state that
20 under the California and Oregon Consumer Privacy Acts, like those of many other
21 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data
22 category) to the processing and sale of their personally identifiable information and, in
23 accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those
24 rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
25 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
26 of Paragraph 183.

27 184. Paragraph 184 contains legal conclusions to which no response is required. To the
28 extent any response is necessary, Defendants deny the allegations and conclusory

1 characterizations of Paragraph 184. Defendants affirmatively state that LiveRamp's products and
2 services are privacy-centric.

3 185. Paragraph 185 contains legal conclusions to which no response is required. To the
4 extent any response is necessary, Defendants deny the allegations and conclusory
5 characterizations of Paragraph 185. Defendants affirmatively state that LiveRamp's products and
6 services are privacy-centric.

7
8 **Second Cause of Action**
9 **Intrusion Upon Seclusion Under California Common Law**
10 **(on behalf of the United States Class)**

11 186. Defendants reincorporate by reference all responses previously made herein.

12 187. Paragraph 187 contains legal conclusions to which no response is required. To the
13 extent any response is required, Defendants deny the allegations of Paragraph 187.

14 188. Paragraph 188 contains statements of law to which no response is required. To the
15 extent any response is required, Defendants deny that the allegations of Paragraph 188 accurately
16 describe a plaintiff's burden when pursuing a claim for intrusion upon seclusion.

17 189. Paragraph 189 contains legal conclusions as to which no response is necessary.
18 To the extent a response is deemed necessary, Defendants admit that in certain contexts,
19 Plaintiffs and members of the United States Class have a reasonable expectation of privacy, but
20 deny that they have in any way violated Plaintiffs' (or the absent putative class members')
21 privacy rights and deny the argumentative, vague, and conclusory allegations and
22 characterizations of Paragraph 189. Except as expressly admitted, Defendants deny the
23 allegations and conclusory characterizations of Paragraph 189.

24 190. Paragraph 190 contains legal conclusions to which no response is required. To the
25 extent any response is necessary, Defendants deny the allegations and conclusory
26 characterizations of Paragraph 190. Defendants affirmatively state that LiveRamp's products and
27 services are privacy-centric.

28 191. Paragraph 191 contains one or more legal conclusions to which no response is
required. To the extent any response is required, Defendants deny the allegations of the first,

1 second, and fourth sentences Paragraph 191. Defendants admit that LiveRamp has offline,
2 online, and other pseudonymized identifiers (such as names, postal addresses, phone numbers,
3 email addresses, cookies, and mobile device IDs), stored separately in its offline and online
4 identity graphs that could be related to Plaintiffs and putative Class members, but otherwise deny
5 the allegations of the third sentence of Paragraph 191. Defendants affirmatively state that
6 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
7 deny the allegations and conclusory characterizations of Paragraph 191.

8 192. Defendants deny the argumentative, vague, and conclusory allegations and
9 characterizations of Paragraph 192, except that Defendants admit LiveRamp may receive as a
10 result of LiveRamp's licenses of data from other sources certain offline data about certain
11 individuals, including Plaintiffs. Defendants affirmatively state that LiveRamp's products and
12 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
13 conclusory characterizations of Paragraph 192.

14 193. Paragraph 193 contains one or more legal conclusions to which no response is
15 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
16 vague, and conclusory allegations and characterizations of Paragraph 193. Defendants
17 affirmatively state that individuals have numerous options to opt out of the processing and sale
18 of personal information (including services that will submit these requests on behalf of the
19 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
20 how or to what extent information is collected and processed have been widely available.
21 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
22 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
23 on the law and applicable data category) to the processing and sale of their personally
24 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
25 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
26 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
27 conclusory characterizations of Paragraph 193.
28

1 194. Defendants deny the allegations and conclusory characterizations of Paragraph
2 194. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

3 195. Defendants admit that a handful of individuals have asked questions about
4 purported LiveRamp practices, typically in a manner that betrays an incomplete or inaccurate
5 understanding of what those practices actually entail. Defendants affirmatively state that
6 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
7 deny the allegations and conclusory characterizations of Paragraph 195 (including the implicit
8 claim that Plaintiffs have accurately described LiveRamp's business).

9 196. Defendants deny the first sentence of Paragraph 196. As to the second sentence,
10 Defendants admit that the language quoted in the FAC appears in the document cited in footnote
11 176 of the FAC which purports to be a letter signed by Senator Ron Wyden. The letter does not
12 reference LiveRamp. Defendants admit that the language quoted in the third sentence of
13 Paragraph 196 appears in the document cited in footnote 177 of the FAC which purports to be a
14 blog post on the website for the Federal Trade Commission. The blog post does not reference
15 LiveRamp. Defendants respectfully refer the Court to the letter and blog post for the full context
16 and substance of those materials. Defendants deny that Plaintiffs' selective quotations are
17 complete or provide full context and deny Plaintiffs' characterization thereof. Defendants
18 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
19 expressly admitted, Defendants deny the allegations and conclusory characterizations of
20 Paragraph 196 and its footnote(s).

21 197. Paragraph 197 includes legal conclusions as to which no response is required. To
22 the extent a response is deemed necessary, Defendants deny the allegations and conclusory
23 characterizations of Paragraph 197. Defendants affirmatively state that LiveRamp's products and
24 services are privacy-centric.

25 198. Paragraph 198 includes legal conclusions as to which no response is required. To
26 the extent a response is deemed necessary, Defendants deny the allegations and conclusory
27 characterizations of Paragraph 198. Defendants affirmatively state that LiveRamp's products and
28 services are privacy-centric.

1 199. Defendants deny the allegations and conclusory characterizations of Paragraph
2 199. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

3 200. Paragraph 200 contains legal conclusions to which no response is required. To the
4 extent any response is required, Defendants deny the allegations and conclusory
5 characterizations of Paragraph 200. Defendants affirmatively state that LiveRamp's products and
6 services are privacy-centric.

7 201. Paragraph 201 contains allegations about the relief that Plaintiffs purport to seek,
8 allegations to which no response is required. To the extent a response is required, Defendants
9 deny allegations and conclusory characterizations of Paragraph 201, including that Plaintiffs are
10 entitled to any relief. Defendants affirmatively state that LiveRamp's products and services are
11 privacy-centric.

12 202. The first and second sentence Paragraph 202 contains allegations about the relief
13 that Plaintiffs purport to seek, allegations to which no response is required. To the extent a
14 response is required, Defendants deny allegations of the first sentence of Paragraph 202. The
15 second and third sentences of Paragraph 202 contain legal conclusions as to which no response is
16 required. To the extent a response is required, Defendants deny the allegations in those
17 sentences. Defendants affirmatively state that LiveRamp's products and services are privacy-
18 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
19 characterizations of Paragraph 202, including that Plaintiffs are entitled to any relief.

20 203. The first sentence Paragraph 203 contains allegations about the relief that
21 Plaintiffs purport to seek, allegations to which no response is required. To the extent a response
22 is required, Defendants deny allegations of the first sentence of Paragraph 203. The second and
23 fourth sentences of Paragraph 203 state legal conclusions to which no response is required. To
24 the extent a response is necessary, Defendants deny the allegations in the second and fourth
25 sentence. Defendants deny the allegations in the third sentence of Paragraph 203. Defendants
26 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
27 expressly admitted, Defendants deny the argumentative, vague, and conclusory allegations and
28 characterizations of Paragraph 203, including that Plaintiffs are entitled to any relief.

204. The first sentence of Paragraph 204 purports to summarize Professor Miller's work. Defendants respectfully refer the Court to that work for the full context and content of that work and otherwise deny Plaintiffs' characterization of his conclusions. The second sentence Paragraph 204 contains allegations about Plaintiffs' goals and objectives, allegations to which no response is required. To the extent a response is required, Defendants deny those allegations. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 204 and its footnote(s).

Third Cause of Action
Violation of the California Invasion of Privacy Act, Cal. Penal Code §§ 630 to 638
(on behalf of the ECPA and CIPA Sub-Class)

205. Defendants reincorporate by reference all responses previously made herein.

206. Paragraph 206 contains statements of law to which no response is required. To the extent any response is required, Defendants admit that Cal. Penal Code § 630 includes the language that is quoted in the second sentence of Paragraph 206 and respectfully refer the Court to that provision for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization thereof, including Plaintiffs' inclusion of emphasis. Except as expressly admitted, Defendants deny the allegations and characterizations of Paragraph 206.

California Penal Code § 631

207. Paragraph 207 contains statements of law to which no response is required. To the extent any response is required, Defendants admit that Cal. Penal Code § 631(a) includes the language that is quoted in the first and second sentences of Paragraph 207 and respectfully refer the Court to that provision for its full context and substance. Regarding the third sentence, Defendants admit the quoted language appears in *Flanagan v. Flanagan*, 27 Cal. 4th 766, 769, 41 P.3d 575, 577 (2002) and respectfully refer the Court to that decision for its full context and substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs' characterization of the cited statute and court decision, including

1 Plaintiffs' use of italics of emphasis. Except as expressly admitted, Defendants deny the
2 allegations and characterizations of Paragraph 207.

3 208. Paragraph 208 purports to quote the document cited in footnote 179 of the FAC.
4 Defendants admit that the quoted language appears in that document but respectfully refer the
5 Court to the document itself for its full context and substance. Defendants deny that Plaintiffs'
6 selective quotations are complete or provide full context and deny Plaintiffs' characterization
7 thereof. Except as expressly admitted, Defendants deny the allegations of Paragraph 208 and its
8 footnote(s).

9 209. Paragraph 209 contains one or more legal conclusions as to which no response is
10 required. To the extent a response is deemed necessary, Defendants deny the first and fifth
11 sentence of Paragraph 209. Defendants deny the second and third sentences of Paragraph 209
12 except that Defendants admit LiveRamp's Client-Side Tags are deployed via pixels that transmit
13 the referral URL, as set by the website's referrer URL policy, and the date and time of the visit,
14 and that websites can configure the Client-Side Tag to transmit other information such as page
15 views, ad views, adding items to cart, or completing a transaction. Defendants deny the
16 allegations of the fourth sentence of Paragraph 209, except Defendants admit that any offline
17 identifiers in the data are resolved to a RampID. Defendants affirmatively state that LiveRamp's
18 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
19 allegations and conclusory characterizations of Paragraph 209 and its footnote(s).

20 210. Paragraph 210 contains one or more legal conclusions as to which no response is
21 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
22 vague, and conclusory allegations and characterizations of Paragraph 210. Defendants
23 affirmatively state that LiveRamp's products and services are privacy-centric. Except as
24 expressly admitted, Defendants deny the allegations and conclusory characterizations of
25 Paragraph 210.

26 211. Defendants deny the allegations and conclusory characterizations of Paragraph
27 211. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
28

1 212. Defendants deny the allegations of Paragraph 212, except that the first and
2 penultimate sentences of Paragraph 212 contain legal conclusions about a hypothetical situation
3 to which no response is required. To the extent a response is required, Defendants deny the
4 allegations and conclusory characterizations. Defendants affirmatively state that LiveRamp's
5 products and services are privacy-centric.

6 213. Defendants deny the allegations and conclusory characterizations of Paragraph
7 213. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

8 214. Paragraph 214 contains multiple legal conclusions as to which no response is
9 required. To the extent a response is deemed necessary, Defendants deny the allegations and
10 conclusory characterizations of Paragraph 214 and its footnote(s). Defendants affirmatively state
11 that LiveRamp's products and services are privacy-centric.

12 215. Defendants deny the allegations and conclusory characterizations of Paragraph
13 215. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

14 216. Defendants deny the allegations of Paragraph 216, except that Defendants admit
15 that the language quoted in footnote 184 of the FAC, which purports to quote from a document
16 published on LiveRamp's website, appears in the quoted document. Defendants respectfully
17 refer the Court to the article itself for its full context and substance. Defendants deny that
18 Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
19 characterization thereof. Defendants affirmatively state that LiveRamp's products and services
20 are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
21 conclusory characterizations of Paragraph 216 and its footnote(s).

22 217. Defendants deny the allegations and conclusory characterizations of Paragraph
23 217. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

24 218. Paragraph 218 contains one or more legal conclusions as to which no response is
25 required. To the extent a response is deemed necessary, Defendants deny the allegations and
26 conclusory characterizations of Paragraph 218. Defendants affirmatively state that individuals
27 have numerous options to opt out of the processing and sale of personal information (including
28 services that will submit these requests on behalf of the individual) and that, since at least 2018,

1 tools such as browser extensions and plug-ins to modify how or to what extent information is
2 collected and processed have been widely available. Defendants further affirmatively state that
3 under the California and Oregon Consumer Privacy Acts, like those of many other
4 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data
5 category) to the processing and sale of their personally identifiable information and, in
6 accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those
7 rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
8 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
9 of Paragraph 218.

10 219. Defendants deny the allegations and conclusory characterizations of Paragraph
11 219, except that the penultimate sentence of Paragraph 219 contains legal conclusions to which
12 no response is required. To the extent a response is required, Defendants deny the allegations.
13 Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

14 220. Defendants deny the allegations and conclusory characterizations of Paragraph
15 220. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

16 221. Paragraph 221 contains legal conclusions to which no response is required. To the
17 extent any response is necessary, Defendants deny the allegations and conclusory
18 characterizations of Paragraph 221. Defendants affirmatively state that LiveRamp's products and
19 services are privacy-centric.

20 222. Paragraph 222 contains legal conclusions as to which no response is required. To
21 the extent any response is necessary, Defendants deny the allegations and conclusory
22 characterizations of Paragraph 222. Defendants affirmatively state that LiveRamp's products and
23 services are privacy-centric.

24 223. Paragraph 223 contains legal conclusions and provides a statement of relief
25 sought by Plaintiffs, as to which no response is required. To the extent any response is necessary,
26 Defendants deny the allegations and conclusory characterizations of Paragraph 223. Defendants
27 affirmatively state that LiveRamp's products and services are privacy-centric.

28 **California Penal Code § 638.51**

1 224. Paragraph 224 contains statements of law to which no response is required. To the
2 extent any response is required, Defendants admit that Cal. Penal Code § 638.50(b) states in part
3 that “[p]en register” means “a device or process that records or decodes dialing, routing,
4 addressing, or signaling information transmitted by an instrument or facility from which a wire
5 or electronic communication is transmitted, but not the contents of a communication.” Except as
6 expressly admitted, Defendants deny the allegations and characterizations of Paragraph 224.

7 225. Paragraph 225 contains statements of law to which no response is required. To the
8 extent any response is required, Defendants deny the allegations of Paragraph 225, which fail to
9 account for (among other things) statutory exceptions that permit the use of pen registers without
10 court order under various enumerated circumstances.

11 226. Paragraph 226 contains statements of law to which no response is required. To the
12 extent any response is required, Defendants deny the allegations of Paragraph 226.

13 227. Paragraph 227 contains one or more legal conclusions to which no response is
14 required. To the extent any response is required, Defendants deny the allegations and conclusory
15 characterizations of Paragraph 227. Defendants affirmatively state that LiveRamp’s products and
16 services are privacy-centric.

17 228. Defendants admit that Defendants do not have a court order authorizing the
18 installation of a “pen register,” but deny that they operate a pen register or that a court order is
19 required for any of their operations. Defendants affirmatively state that LiveRamp’s products and
20 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
21 conclusory characterizations of Paragraph 228

22 229. Defendants deny the allegations and conclusory characterizations of Paragraph
23 229. Further, Defendants affirmatively state that individuals have numerous options to opt out of
24 the processing and sale of personal information (including services that will submit these
25 requests on behalf of the individual) and that, since at least 2018, tools such as browser
26 extensions and plug-ins to modify how or to what extent information is collected and processed
27 have been widely available. Defendants further affirmatively state that under the California and
28 Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-

1 out (or opt-in, depending on the law and applicable data category) to the processing and sale of
 2 their personally identifiable information and, in accordance with the laws, LiveRamp provides
 3 mechanisms for consumers to exercise those rights. Defendants affirmatively state that
 4 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
 5 deny the allegations and conclusory characterizations of Paragraph 229.

6 230. Paragraph 230 contains legal conclusions as to which no response is required. To
 7 the extent a response is deemed necessary, Defendants deny the allegations and conclusory
 8 characterizations of Paragraph 230. Defendants affirmatively state that LiveRamp's products and
 9 services are privacy-centric.

10
 11 **Fourth Cause of Action**
 12 **Violation of the Federal Wiretap Act, 18 U.S.C. § 2510, et. seq.**
(on behalf of the ECPA and CIPA Sub-Class)

13 231. Defendants reincorporate by reference all responses previously made herein.

14 232. Paragraph 232 contains statements of law to which no response is required. To the
 15 extent any response is required, Defendants admit that 18 U.S.C. § 2511 states in part "(1)
 16 Except as otherwise specifically provided in this chapter any person who—(a) intentionally
 17 intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to
 18 intercept, any wire, oral, or electronic communication ... shall be punished as provided in
 19 subsection (4) or shall be subject to suit as provided in subsection (5)." Except as expressly
 20 admitted, Defendants deny the allegations of Paragraph 232.

21 233. Paragraph 233 contains statements of law to which no response is required. To the
 22 extent any response is required, Defendants admit in response to the first sentence of Paragraph
 23 233 that some courts have construed certain provisions in the Wiretap Act to cover the
 24 interception of certain types of internet communications but otherwise deny the allegations in the
 25 first sentence. As to the second sentence of Paragraph 233, Defendants admit that the quoted
 26 language appears in the document cited in footnote 185 of the FAC but deny that Plaintiffs'
 27 selective quotations are complete or provide full context and deny Plaintiffs' characterization
 28 thereof. As to the third sentence of Paragraph 233, Defendants admit that the quoted language

1 appears in the document cited in footnote 186 of the FAC but deny that Plaintiffs' selective
2 quotations are complete or provide full context and deny Plaintiffs' characterization thereof.
3 Defendants lack information and knowledge sufficient to admit or deny the fourth sentence of
4 Paragraph 233 and on that basis deny. As to the fourth sentence of Paragraph 233, Defendants
5 admit that the quoted language appears in the document cited in footnote 187 of the FAC but
6 deny that Plaintiffs' selective quotations are complete or provide full context and deny Plaintiffs'
7 characterization thereof. Defendants respectfully refer the Court to the documents themselves for
8 their full context and substance. Except as expressly admitted, Defendants deny the allegations
9 of Paragraph 233 and its footnote(s).

10 234. Paragraph 234 contains statements of law to which no response is required. To the
11 extent any response is required, Defendants admit that 18 U.S.C. § 2520(a) states "Except as
12 provided in section 2511(2)(a)(ii), any person whose wire, oral, or electronic communication is
13 intercepted, disclosed, or intentionally used in violation of this chapter may in a civil action
14 recover from the person or entity, other than the United States, which engaged in that violation
15 such relief as may be appropriate." Except as expressly admitted, Defendants deny the
16 allegations of Paragraph 234.

17 235. Defendants deny the allegations and conclusory characterizations of Paragraph
18 235. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

19 236. Defendants deny the allegations and conclusory characterizations of Paragraph
20 236. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

21 237. Defendants deny the allegations and conclusory characterizations of Paragraph
22 237. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

23 238. Paragraph 238 contains legal conclusions to which no response is required. To the
24 extent a response is required, Defendants deny the allegations and conclusory characterizations
25 of Paragraph 238. Defendants affirmatively state that LiveRamp's products and services are
26 privacy-centric.

27 239. Defendants deny the allegations of Paragraph 239, except that the first and
28 penultimate sentences of Paragraph 239 contain legal conclusions about a hypothetical situation

1 to which no response is required. To the extent a response is required, Defendants deny the
2 allegations and conclusory characterizations. Defendants affirmatively state that LiveRamp's
3 products and services are privacy-centric.

4 240. Defendants deny the allegations and conclusory characterizations of Paragraph
5 240, except that Defendants admit that the language quoted in footnote 188 of the FAC, which
6 purports to quote from a document published on LiveRamp's website, appears in the quoted
7 document. Defendants respectfully refer the Court to the article itself for its full context and
8 substance. Defendants deny that Plaintiffs' selective quotations are complete or provide full
9 context and deny Plaintiffs' characterization thereof. Defendants affirmatively state that
10 LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants
11 deny the allegations and conclusory characterizations of Paragraph 240 and its footnote(s).

12 241. Paragraph 241 contains one or more legal conclusions as to which no response is
13 required. To the extent a response is deemed necessary, Defendants deny the allegations and
14 conclusory characterizations of Paragraph 241. Defendants affirmatively state that LiveRamp's
15 products and services are privacy-centric. Except as expressly admitted, Defendants deny the
16 allegations and conclusory characterizations of Paragraph 241.

17 242. Defendants deny the allegations and conclusory characterizations of Paragraph
18 242. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

19 243. Defendants admit that when users provide email addresses and/or phone numbers
20 on websites that have deployed ATS.js, in a manner that triggers the ATS.js as configured by
21 that website, ATS may transform the identifier into a pseudonymous RampID that is stored in an
22 encrypted identity envelope, and that the encrypted envelope can be used in Real-Time Bidding.
23 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
24 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
25 Paragraph 243

26 244. Paragraph 244 contains one or more legal conclusions as to which no response is
27 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
28 vague, and conclusory allegations and characterizations of Paragraph 244. Further, Defendants

1 affirmatively state that individuals have numerous options to opt out of the processing and sale
2 of personal information (including services that will submit these requests on behalf of the
3 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
4 how or to what extent information is collected and processed have been widely available.
5 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
6 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
7 on the law and applicable data category) to the processing and sale of their personally
8 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
9 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and
10 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
11 conclusory characterizations of Paragraph 244.

12 245. Defendants lack knowledge and information sufficient to admit or deny the
13 conclusions reached by the security researchers referenced in Paragraph 245 and on that basis
14 deny the allegations and conclusory characterizations of Paragraph 245 and its footnote(s).
15 Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

16 246. Defendants deny the allegations and conclusory characterizations of Paragraph
17 246. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

18 247. Paragraph 247 contains legal conclusions to which no response is required. To the
19 extent any response is necessary, Defendants deny the allegations and conclusory
20 characterizations of Paragraph 247. Defendants affirmatively state that LiveRamp's products and
21 services are privacy-centric.

22 248. Paragraph 248 contains one or more legal conclusions to which no response is
23 required. To the extent any response is necessary, Defendants deny the allegations and
24 conclusory characterizations of Paragraph 248. Defendants affirmatively state that LiveRamp's
25 products and services are privacy-centric

26 249. Paragraph 249 contains one or more legal conclusions to which no response is
27 required. To the extent any response is necessary, Defendants deny the allegations of Paragraph
28 249.

1 250. Paragraph 250 contains one or more legal conclusions to which no response is
2 required. To the extent any response is necessary, Defendants deny the allegations of Paragraph
3 250.

4 251. Paragraph 251 contains one or more legal conclusions to which no response is
5 required. To the extent a response is necessary, Defendants deny the allegations and conclusory
6 characterizations of Paragraph 251. Defendants affirmatively state that LiveRamp's products and
7 services are privacy-centric.

8 252. Defendants deny the allegations and conclusory characterizations of Paragraph
9 252. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

10 253. Paragraph 253 contains one or more legal conclusions to which no response is
11 required. To the extent a response is necessary, Defendants deny the allegations and conclusory
12 characterizations of Paragraph 253. Defendants affirmatively state that LiveRamp's products and
13 services are privacy-centric.

14 254. Defendants deny the allegations and conclusory characterizations of Paragraph
15 254. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

16 255. Paragraph 255 contains legal conclusions to which no response is required. To the
17 extent any response is necessary, Defendants deny the allegations and conclusory
18 characterizations of Paragraph 255. Defendants expressly deny the implied assertions that
19 LiveRamp compiles "dossiers" or enriches them with contents of intercepted, or that LiveRamp
20 uses the contents of intercepted communications to create "profiles" or make those profiles
21 available through RampIDs or Data Marketplace. Defendants affirmatively state that
22 LiveRamp's products and services are privacy-centric.

23 256. Paragraph 256 contains statements of law to which no response is required. To the
24 extent any response is necessary, Defendants deny the allegations and conclusory
25 characterizations of Paragraph 256. Defendants affirmatively state that LiveRamp's products and
26 services are privacy-centric.

27 257. Paragraph 257 contains legal conclusions to which no response is required. To the
28 extent any response is necessary, Defendants deny the allegations and conclusory

1 characterizations of Paragraph 257. Defendants affirmatively state that LiveRamp's products and
 2 services are privacy-centric.

3 258. Paragraph 258 contains legal conclusions to which no response is required. To the
 4 extent any response is necessary, Defendants deny the allegations and conclusory
 5 characterizations of Paragraph 258. Defendants affirmatively state that LiveRamp's products and
 6 services are privacy-centric.

7
 8 **Fifth Cause of Action**
 9 **Unjust Enrichment under California Common Law**
 10 **(on behalf of the United States Class, or in the alternative on behalf of the**
 11 **California Sub-Class)**

12 259. Defendants reincorporate by reference all responses previously made herein.

13 260. Paragraph 260 contains legal conclusions to which no response is required. To the
 14 extent any response is required, Defendants deny the allegations of Paragraph 260.

15 261. Paragraph 261 purports to contain Plaintiffs' claim for relief to which no response
 16 is required. To the extent any response is required, Defendants deny the allegations of Paragraph
 17 261.

18 262. Paragraph 262 contains one or more legal conclusions as to which no response is
 19 required. To the extent a response is deemed necessary, Defendants deny the argumentative,
 20 vague, and conclusory allegations and characterizations of Paragraph 262. Defendants
 21 affirmatively state that individuals have numerous options to opt out of the processing and sale
 22 of personal information (including services that will submit these requests on behalf of the
 23 individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify
 24 how or to what extent information is collected and processed have been widely available.
 25 Defendants further affirmatively state that under the California and Oregon Consumer Privacy
 26 Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending
 27 on the law and applicable data category) to the processing and sale of their personally
 28 identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for
 consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and

1 services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and
2 conclusory characterizations of Paragraph 262.

3 263. Defendants deny the allegations and conclusory characterizations of Paragraph
4 263. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

5 264. Paragraph 264 contains one or more legal conclusions as to which no response is
6 required. To the extent a response is deemed necessary, Defendants deny the allegations and
7 conclusory characterizations of Paragraph 264. Defendants affirmatively state that LiveRamp's
8 products and services are privacy-centric.

9 265. Paragraph 265 contains one or more legal conclusions as to which no response is
10 required. To the extent a response is deemed necessary, Defendants deny the allegations and
11 conclusory characterizations of Paragraph 265. Defendants affirmatively state that LiveRamp's
12 products and services are privacy-centric.

13 266. Paragraph 266 contains legal conclusions to which no response is required. To the
14 extent any response is required, Defendants deny the allegations and conclusory
15 characterizations of Paragraph 266. Defendants affirmatively state that LiveRamp's products and
16 services are privacy-centric.

17 267. Paragraph 267 contains legal conclusions to which no response is required. To the
18 extent any response is required, Defendants deny the allegations and conclusory
19 characterizations of Paragraph 267. Defendants affirmatively state that LiveRamp's products and
20 services are privacy-centric.

21 268. Paragraph 268 contains statements of law to which no response is required. To the
22 extent any response is required, Defendants deny the allegations of Paragraph 268.

23 269. Paragraph 269 contains statements of law to which no response is required. To the
24 extent any response is required, Defendants admit that the cited comment from the Restatement
25 (Third) of Restitution and Unjust Enrichment (2011) contains the quoted text. Except as
26 expressly admitted, Defendants deny the allegations of Paragraph 269.

1 270. Paragraph 270 contains statements of law to which no response is required. To the
2 extent any response is required, Defendants admit that the cited comment from the Restatement
3 (Third) of Restitution and Unjust Enrichment (2011) contains the quoted text. Except as
4 expressly admitted, Defendants deny the allegations of Paragraph 270.

5 271. Paragraph 271 contains statements of law to which no response is required. To the
6 extent any response is required, Defendants deny the allegations of Paragraph 271.

7 272. Paragraph 272 contains legal conclusions to which no response is required. To the
8 extent any response is required, Defendants deny the allegations and conclusory
9 characterizations of Paragraph 272. Defendants affirmatively state that LiveRamp's products and
10 services are privacy-centric.

11 273. Paragraph 273 contains one or more legal conclusions to which no response is
12 required. To the extent any response is required, Defendants deny the argumentative, vague, and
13 conclusory allegations and characterizations of Paragraph 273. Defendants affirmatively state
14 that individuals have numerous options to opt out of the processing and sale of personal
15 information (including services that will submit these requests on behalf of the individual) and
16 that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what
17 extent information is collected and processed have been widely available. Defendants further
18 affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of
19 many other states, consumers have the right to opt-out (or opt-in, depending on the law and
20 applicable data category) to the processing and sale of their personally identifiable information
21 and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise
22 those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-
23 centric. Except as expressly admitted, Defendants deny the allegations and conclusory
24 characterizations of Paragraph 273.

25 274. Paragraph 274 contains legal conclusions to which no response is required. To the
26 extent any response is required, Defendants deny the argumentative, vague, and conclusory
27 allegations and characterizations of Paragraph 274. Defendants affirmatively state that
28 individuals have numerous options to opt out of the processing and sale of personal information

(including services that will submit these requests on behalf of the individual) and that, since at least 2018, tools such as browser extensions and plug-ins to modify how or to what extent information is collected and processed have been widely available. Defendants further affirmatively state that under the California and Oregon Consumer Privacy Acts, like those of many other states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data category) to the processing and sale of their personally identifiable information and, in accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except as expressly admitted, Defendants deny the allegations and conclusory characterizations of Paragraph 274.

275. Defendants deny the allegations and conclusory characterizations of Paragraph 275. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

276. Defendants deny the allegations and conclusory characterizations of Paragraph 276. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.

Sixth Cause of Action
**Declaratory Judgment that LiveRamp Wrongfully Accessed, Collected,
 Stored, Disclosed, Sold, and Otherwise Improperly Used Plaintiffs' Personal
 Information and Injunctive Relief**
(on behalf of all Classes)

277. No response to Paragraph 277 is required because Plaintiffs' Sixth Cause of Action was dismissed in the Court's Order dated July 18, 2025, Dkt. 60. To the extent any response is required, Defendants deny the allegations of Paragraph 277.

278. No response to Paragraph 278 is required because Plaintiffs' Sixth Cause of Action was dismissed in the Court's Order dated July 18, 2025, Dkt. 60. Further, Paragraph 278 contains one or more legal conclusions as to which no response is required. To the extent any response is required, Defendants deny the argumentative, vague, and conclusory allegations and characterizations of Paragraph 278. Defendants affirmatively state that individuals have numerous options to opt out of the processing and sale of personal information (including services that will submit these requests on behalf of the individual) and that, since at least 2018,

1 tools such as browser extensions and plug-ins to modify how or to what extent information is
2 collected and processed have been widely available. Defendants further affirmatively state that
3 under the California and Oregon Consumer Privacy Acts, like those of many other
4 states, consumers have the right to opt-out (or opt-in, depending on the law and applicable data
5 category) to the processing and sale of their personally identifiable information and, in
6 accordance with the laws, LiveRamp provides mechanisms for consumers to exercise those
7 rights. Defendants affirmatively state that LiveRamp's products and services are privacy-centric.
8 Except as expressly admitted, Defendants deny the allegations and conclusory characterizations
9 of Paragraph 278.

10 279. No response to Paragraph 279 is required because Plaintiffs' Sixth Cause of
11 Action was dismissed in the Court's Order dated July 18, 2025, Dkt. 60. To the extent any
12 response is required, Paragraph 279 contains legal conclusions to which no response is required.
13 Defendants affirmatively state that LiveRamp's products and services are privacy-centric. Except
14 as expressly admitted, Defendants deny the allegations and conclusory characterizations of
15 Paragraph 279.

16 280. No response to Paragraph 280 is required because Plaintiffs' Sixth Cause of
17 Action was dismissed in the Court's Order dated July 18, 2025, Dkt. 60. To the extent any
18 response is required, Defendants deny the allegations of Paragraph 280.

19 **X. PRAYER FOR RELIEF**

20 281. Defendants deny that Plaintiffs are entitled to any of the relief they have requested
21 in the First Amended Complaint. Whereas, Defendants respectfully request the following relief:
22
23
24
25
26
27
28

1. That Plaintiffs take nothing by way of their complaint;
2. That no class be certified in this action;
3. That judgment be entered in favor of Defendants, denying Plaintiffs' prayers for relief and claims with prejudice;
4. That Defendants be awarded their costs of suit, including reasonable attorney's fees; and
5. That the Court award Defendants such other and further relief as the Court deems just and proper.

XI. DEMAND FOR JURY TRIAL

282. Defendants demand a trial by jury of all issues so triable.

XII. AFFIRMATIVE DEFENSES

283. Defendants assert the following affirmative defenses to Plaintiffs' First Amended Complaint and each claim therein. Defendants also reserve all defenses available under the Federal Rules of Civil Procedure and the laws of the State of California, and any other defenses, at law or in equity, that may now exist or in the future be available based on discovery and further factual investigation in this case. By setting forth these affirmative defenses, Defendants do not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiffs. Nothing herein is intended or shall be construed as an admission that any particular issue or subject matter is relevant to the Plaintiffs' allegations.

As separate and distinct affirmative defenses, Defendants allege as follows:

First Affirmative Defense

(Consent)

284. Plaintiffs' and putative class members' claims are barred, in whole or in part, because of users' consent to, or authorization of, Defendants' alleged conduct either by affirmative consent to websites' privacy policies or by their continued use of those websites with actual or constructive notice that the alleged conduct was occurring. The alleged practices at issue in the FAC have been broadly covered and subject to extensive public commentary, as

1 reflected in (among other things) the various news stories, government documents, and other
2 materials cited throughout the FAC. Yet Plaintiffs and putative class members continued to visit
3 those websites even though they could have changed their Internet browsing behavior, adjusted
4 their cookie or privacy settings, exercised their rights under operative privacy statutes (including
5 their rights to opt-out or delete data), or taken any number of other steps to address their alleged
6 harm from the alleged conduct. By choosing to visit the relevant websites, Plaintiffs and putative
7 class members further gave implied consent to the collection of information about their visit in
8 the manner provided by the website.

9 **Second Affirmative Defense**

10 **(Waiver)**

11 285. Plaintiffs' and putative class members' claims are barred, in whole or in part, by
12 the doctrine of waiver. Plaintiffs and putative class members visited and continued to visit the
13 relevant websites knowing that those websites collected information about those visits that was
14 shared with third parties like Defendants. These alleged practices have been broadly covered and
15 subject to extensive public commentary, as reflected in (among other things) the various news
16 stories, government documents, and other materials cited throughout the FAC. Yet Plaintiffs and
17 putative class members continued to visit those websites even though they could have changed
18 their Internet browsing behavior, adjusted their cookie or privacy settings, exercised their rights
19 under operative privacy statutes (including their rights to opt-out or delete data), or taken any
20 number of other steps to address their alleged harm from the alleged conduct. In so doing,
21 Plaintiffs and putative class members waived any claims associated with the alleged collection or
22 use of information about their visits to those websites.

23 **Third Affirmative Defense**

24 **(Laches)**

25 286. Plaintiffs' and putative class members' claims are barred, in whole or in part, by
26 the doctrine of laches. Plaintiffs and putative class members have used the internet for years,
27 browsing websites with knowledge that the websites they visited were collecting information
28 about those visits and sharing that information with third parties like Defendants. The alleged

1 practices at issue in the FAC have been broadly covered and subject to extensive public
2 commentary, as reflected in (among other things) the various news stories, government
3 documents, and other materials cited throughout the FAC. Yet Plaintiffs and putative class
4 members have waited years to take any action on those facts.

5 **Fourth Affirmative Defense**

6 **(Estoppel)**

7 287. Plaintiffs' and putative class members' claims are barred, in whole or in part, by
8 the doctrine of estoppel. Plaintiffs and putative class members have used the internet for years,
9 browsing websites with knowledge that the websites they visited were collecting information
10 about those visits and sharing that information with third parties like Defendants. The alleged
11 practices at issue in the FAC have been broadly covered and subject to extensive public
12 commentary, as reflected in (among other things) the various news stories, government
13 documents, and other materials cited throughout the FAC. Yet Plaintiffs and putative class
14 members continued to visit those websites even though they could have changed their Internet
15 browsing behavior, adjusted their cookie or privacy settings, exercised their rights under
16 operative privacy statutes (including their rights to opt-out or delete data), or taken any number
17 of other steps to address their alleged harm from the alleged conduct. The operators of those
18 websites and Defendants reasonably relied on Plaintiffs' and putative class members' behavior to
19 the extent they engaged in the conduct alleged.

20 **Fifth Affirmative Defense**

21 **(Failure to Mitigate)**

22 288. Plaintiffs' and putative class members' claims are barred, in whole or in part, to
23 the extent they failed to mitigate damages, if they suffered any. Plaintiffs and putative class
24 members have used the internet for years, browsing websites with knowledge that the websites
25 they visited were collecting information about those visits and sharing that information with third
26 parties like Defendants. The alleged practices at issue in the FAC have been broadly covered and
27 subject to extensive public commentary, as reflected in (among other things) the various news
28 stories, government documents, and other materials cited throughout the FAC. Yet Plaintiffs and

1 putative class members continued to visit those websites even though they could have changed
 2 their Internet browsing behavior. Plaintiffs and putative class members could have used any
 3 number of tools available to them to prevent the information being collected by these websites of
 4 which they complain, including browser plugins that alert them to such data collection and block
 5 it.

6 **Sixth Affirmative Defense**

7 **(Justification)**

8 289. To the extent Defendants engaged in any of the acts alleged by Plaintiffs and
 9 putative class members, Defendants were justified in doing so because Plaintiffs and putative
 10 class members visited the websites at issue and requested to experience those websites in the
 11 way they were programmed with all of the benefits that come with that. One of those benefits is
 12 that the website would share information about the visit in a way that would allow the website to
 13 improve its functionality and enable users to be shown ads and marketing that were of greater
 14 value to users than the ads and marketing they would have otherwise experienced. Another
 15 benefit is that users received free access to ad-support content on the websites that users
 16 otherwise would have needed to pay to access. Plaintiffs and putative class members could not
 17 have experienced this benefit unless certain details about their visit were shared with Defendants.

18 **Seventh Affirmative Defense**

19 **(Section 230 of the Communications Decency Act)**

20 290. Plaintiffs' and putative class members' claims are barred, in whole or in part, by
 21 the Communications Decency Act, 47 U.S.C. § 230(c)(1). Courts interpret Section 230 as barring
 22 "a panoply of torts," including invasion of privacy. *Asia Econ. Inst. v. Xcentric Ventures LLC*,
 23 2011 WL 2469822, at *7 (C.D. Cal. May 4, 2011). Section 230 immunity applies if (1) the
 24 defendant is a provider of an "interactive computer service," and (2) the claim seeks to hold the
 25 defendant liable as a "publisher or speaker" of (3) content provided by someone else. *Dyroff v.*
 26 *Ultimate Software Grp., Inc.*, 934 F.3d 1093, 1097 (9th Cir. 2019). Defendants are providers of
 27 an interactive computer service. Thus, to the extent Plaintiffs' and the putative class members'
 28 claims seek to hold Defendants liable as a speaker or publisher of content provided by someone

1 else—including the contents or descriptions of segments sold by third parties on Data
 2 Marketplace or through other means—Section 230 bars those claims. Section 230 likewise bars
 3 any claim that seeks to hold Defendants liable for the representations made by the relevant
 4 websites visited by Plaintiffs and putative class members, including representations about what
 5 information was or was not collected about Plaintiffs’ and putative class members’ visits to those
 6 websites.

7 **Eighth Affirmative Defense**

8 **(Protected Activity)**

9 291. Plaintiffs’ and putative class members’ claims are barred, in whole or in part,
 10 because they seek to hold Defendants liable for engaging in protected activity under the First
 11 Amendment to the United States Constitution and similar provisions of state constitutions,
 12 including under Article I, Section 2 of the California Constitution, including the creation and
 13 dissemination of information. *See, e.g., Sorrell v. IMS Health Inc.*, 564 U.S. 552, 570 (2011)
 14 (“This Court has held that the creation and dissemination of information are speech within the
 15 meaning of the First Amendment.”). The Supreme Court has explained, for instance, that
 16 because “[f]acts ... are the beginning point” for speech, “[t]here is ... a strong argument that
 17 [identifying information collected from pharmaceutical records] is speech for First Amendment
 18 purposes.” *Id.*

19 **Ninth Affirmative Defense**

20 **(Standing)**

21 292. Plaintiffs’ and putative class members’ claims are barred, in whole or in part, for
 22 lack of standing under Article III of the United States Constitution and lack of statutory standing
 23 under Cal. Penal Code § 637.2(a) and 18 U.S.C. § 2520. Among other defects, neither the
 24 Plaintiffs nor members of the putative class have suffered “an injury in fact that is concrete,
 25 particularized, and actual or imminent” *TransUnion LLC v. Ramirez*, 594 U.S. 413, 423
 26 (2021). Nor have Plaintiffs been “injured” by any alleged violation of CIPA. *Cf.* Cal. Penal Code
 27 § 637.2(a).

28 **Tenth Affirmative Defense**

(Eighth Amendment)

293. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent they seek excessive damages in violation of the Eighth Amendment of the United States Constitution, which prohibits excessive fines and cruel and unusual punishment. CIPA imposes a \$5,000 penalty for each violation of the statute. Plaintiffs purport to represent a class of millions of Americans. To the extent Plaintiffs and putative class members seek \$5,000 for each website visit, those damages are excessive and violate Defendants' Eighth Amendment rights. ECPA imposes a penalty of the greater of \$100 a day for each day of violation or \$10,000. Plaintiffs purport to represent a class of millions of Americans. To the extent Plaintiffs and putative class members seek \$10,000 for each member of the putative class or \$100 for each day of violation for each member, those damages are excessive and violate Defendants' Eighth Amendment rights.

Eleventh Affirmative Defense**(Due Process)**

294. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent they seek excessive and unconstitutional damages in violation of the Due Process Clause of the Fourteenth Amendment and the Due Process Clause of the Fifth Amendment to the United States Constitution. CIPA imposes a \$5,000 penalty for each violation of the statute. Plaintiffs purport to represent a class of millions of Americans. To the extent Plaintiffs and putative class members seek \$5,000 for each member of the putative class or for each website visit, those damages are excessive and violate Defendants' right to due process. ECPA imposes a penalty of the greater of \$100 a day for each day of violation or \$10,000. Plaintiffs purport to represent a class of millions of Americans. To the extent Plaintiffs and putative class members seek \$10,000 for each member of the putative class or \$100 for each day of violation for each member, those damages are excessive and violate Defendants' right to due process.

Twelfth Affirmative Defense**(Damages Not Appropriate)**

295. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent they seek statutory damages because such damages are not appropriate in the circumstances alleged in the FAC. Even if the jury finds liability, the Court will have discretion to decline to award statutory damages under ECPA and CIPA. When exercising that discretion, courts weigh several factors. *E.g.*, *Campbell v. Facebook Inc.*, 315 F.R.D. 250, 268 (N.D. Cal. 2016). Plaintiffs will not be able to prove those factors weigh in favor of an award of statutory damages.

Thirteenth Affirmative Defense

(Lack of Harm)

296. Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs and putative class members have not sustained any losses, damages, or harm, in any sum or amount whatsoever, as a result of the conduct alleged in the FAC.

Fourteenth Affirmative Defense

(Dormant Commerce Clause)

297. Plaintiffs' and putative class members' claims are barred, in whole or in part, because they seek to impose an excessive burden on interstate commerce in violation of the by the dormant Commerce Clause. Among other things, Plaintiffs' claims under California tort law, the California Constitution, and CIPA purport to regulate a wide range of conduct, including, potentially, conduct occurring entirely outside the borders of California, in violation of the dormant Commerce Clause's restrictions on extraterritoriality.

Fifteenth Affirmative Defense

(Extraterritoriality)

298. Plaintiffs' and putative class members' claims are barred, in whole or in part, because California law does not apply to Plaintiff Sturgeon or to any Plaintiff or putative class members who do not reside in California at the time of the conduct on which Plaintiffs base their claims.

Sixteenth Affirmative Defense

(Statute of Limitations)

299. Plaintiffs' and putative class members' claims are barred, in whole or in part, by applicable statutes of limitation. The statute of limitations for a CIPA violation is one year. The statute of limitations for constitutional privacy, intrusion upon seclusion, or an ECPA violation is two years. The Class Period is not limited in time. Thus, Plaintiffs and putative class members who visited the websites more than one to two years ago have untimely claims.

Seventeenth Affirmative Defense

(Plaintiffs' Unjust Enrichment Claim Is Derivative)

300. To the extent Plaintiffs and putative class members assert theories of relief based on principles of unjust enrichment, those claims are barred, in whole or in part, as entirely derivative of Plaintiffs' other, legally deficient claims.

Eighteenth Affirmative Defense

(Defendants' Software Not a Pen Register)

301. Plaintiffs' and putative class members' CIPA claim is barred because Defendants' alleged software is not a "pen register" under the meaning of CIPA, Cal. Penal Code § 638.51(a). To construe the term to include commercial software tools used for ad delivery would be contrary to the legislature's intended purpose and would produce absurd results.

Nineteenth Affirmative Defense

(Unclean Hands)

302. Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrine of unclean hands.

Twentieth Affirmative Defense

(Class Action Requirements Not Met)

303. Plaintiffs cannot properly bring this case as a class action under Federal Rule of Civil Procedure 23 because Plaintiffs cannot satisfy its requirements. Individual questions of fact and law predominate over common questions, Plaintiffs are not an adequate class representatives, their claims are not typical of those belonging to the alleged class members, and other class requirements cannot be satisfied, among other reasons.

Twenty-First Affirmative Defense

(Permissible Use of Pen Register)

304. To the extent any of Defendants’ alleged software is deemed to be a “pen register” under the meaning of CIPA, Cal. Penal Code § 638.51(a), Plaintiffs’ and putative class members’ CIPA pen register claim is nonetheless barred because Defendants’ use of the alleged pen register complied with applicable law. California Penal Code section 368.51(b) states that “[a] provider of electronic or wire communication service may use a pen register or a trap and trace device” for any of a number of purposes enumerated in that provision. Cal. Penal Code § 638.51(b). LiveRamp is a provider of an electronic communication service, and thus it is entitled to use pen registers with the consent of the user, to “operate, maintain, and test” its service, and to protect users “from abuse of service or unlawful use of service,” among other reasons. Any of these provisions or other provisions could be applicable depending on the specific factual and legal theory that Plaintiffs advance to support their pen register claim.

Reservation of Rights

305. Defendants reserve the right to assert additional defenses in the event that discovery or further investigation demonstrates that any such defense is appropriate or applicable.

Dated: September 5, 2025

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